

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

MID-AMERICA CARPENTERS REGIONAL
COUNCIL PENSION FUND; *et al.*,

Plaintiffs,

v.

DOCK & DOOR INSTALL, INC., *et al.*,

Defendants.

24-cv-06428

Judge Andrea R. Wood

Magistrate Judge Jeannice W.
Appenteng

**PLAINTIFFS' STATEMENT OF UNDISPUTED FACT IN
SUPPORT OF THEIR MOTION FOR SUMMARY JUDGMENT
PURSUANT TO LOCAL RULE 56.1**

EXHIBITS 51-80

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOI
EASTERN DIVISION

MID-AMERICA CARPENTERS REGIONAL
COUNCIL PENSION FUND; *et al.*,

Plaintiffs,

v.

DOCK & DOOR INSTALL, INC., an Illinois
corporation and MIDWEST DOCK SOLUTIONS,
INC., an Illinois corporation,

Defendants.

Case No 1:24-cv-06428

Judge Andrea R. Wood

Magistrate Judge Jeannice
W. Appenteng

**PLAINTIFFS' STATEMENT OF UNDISPUTED FACT
IN SUPPORT OF THEIR MOTION FOR SUMMARY
JUDGMENT PURSUANT TO LOCAL RULE 56.1**

LIST OF EXHIBITS

1	Declaration of John Conklin
2	Deposition Transcript of Anthony Zarlengo
3	Deposition Transcript of Anthony Brutti
4	Deposition Transcript of Michael Richert
5	Midwest Dock Solutions Inc. Articles of Incorporation, May 16, 2006, (Exhibit 79)
6	Midwest Dock Solutions Inc. Facebook Page, (Exhibit 53)
7	Deposition Transcript of Zachary Corrigan
8	Deposition Transcript of Donald Cruikshank
9	Defendant Midwest Dock Solutions, Inc.'s Answer, [ECF#18], (Exhibit 120)
10	One Jobsite Agreement Between Midwest Dock Solutions, Inc. and Chicago Regional Council of Carpenters n/k/a Mid-America Carpenters Regional Council, Nov. 11, 2011 and GoogleMaps Screenshot of Winpak Portion Packaging Facility, Sauk Village, IL, (Exhibit 81)
11	Midwest Dock Solutions, Inc.'s Fringe Benefit Contribution Reports (Exhibit 85)
12	Deposition Transcript of David Green
13	Krusinski Construction Company Cover Letter, Jun. 11, 2014, Subcontract Agreement, Midwest Dock Solutions, Inc. Certificates of Insurance, Compstak Website, Midwest Dock Solutions, Inc. Facebook Page, and GoogleMaps Images of 14907 Gougar Road, (Exhibit 104)
14	Midwest Dock Solutions, Inc.'s Facebook Page, (Exhibit 19)

15	Deposition Transcript of Anthony Tattini
16	Midwest Dock Solutions, Inc.'s Website, (Exhibit 57)
17	Intentionally Omitted
18	Deposition Transcript of Quinten Williams
19	Subcontract Agreement Between Pepper Construction Company and Midwest Dock Solutions Inc. for North American Warehouse Expansion, Glenview, Illinois, May 15, 2020, (Exhibit 61)
20	Declaration of S. Oertley, Senior Contract Specialist, Pepper Construction Company, Nov. 4, 2025
21	Meridian Design Build: Subcontract between Meridian Design Build and Midwest Dock Solutions, Inc. for 1303 Jack Court Facility Upgrades, Bartlett, IL, May 28, 2024, (Exhibit 65)
22	Opus Design Build LLC Subcontract Agreement between Midwest Dock Solutions, Inc. and Opus Design Build LLC for Mokena Industrial Supply Spec Building A, Dec. 9, 2019
23	Deposition Transcript of Ira Sugar
24	Defendant Midwest Dock Solutions, Inc.'s Objections And Answers To Plaintiffs' First Set Of Interrogatories And Document Production Requests, (Exhibit 40)
25	Defendant Dock & Door Install, Inc.'s Responses To Plaintiffs' First Set Of Interrogatories, (Exhibit 221)
26	Deposition Transcript of Zachary Torkelson
27	Articles of Incorporation of Dock & Door Install, Inc., Jul. 11, 2014, (Exhibit 214)
28	Photograph of Anthony Brutti Race Car, (Exhibit 118)
29	Dock & Door Install, Inc. Answer, [ECF#17], (Exhibit 265)
30	Memorandum of Agreement between Dock & Door Install, Inc. and the Chicago Regional Council of Carpenters, Sep. 18, 2014, (Exhibit 219)
31	Memorandum of Agreement between Dock & Door Install, Inc. and the Chicago Regional Council of Carpenters, Aug. 15, 2019
32	Defendant Dock & Door Install, Inc.'s Responses to Plaintiffs' Document Requests, Dec. 2, 2024
33	Text Message Exchange between Callie Stephens (Gineris & Associates) and Tony Brutti, (Exhibit 106)
34	Dock & Door Install Inc. Invoices to Midwest Dock Solutions, Inc., (Exhibit 223)
35	Email from Tony Brutti, Dock & Door Install, to Tom Downs, Holden Insurance, Jul. 1, 2025, (Exhibit 151)
36	Letter from Thomas Bennington, Jr. (Lawrence Kamin Saunders & Uhlenhop, LLC) to Anthony Zarlengo, Michael Richert, and Anthony Brutti, Jul. 9, 2014, (Exhibit 215)
37	Dock & Door Install Inc. Employer Questionnaire / Application to Chicago Regional Council of Carpenters, Aug. 5, 2014, (Exhibit 218)

38	ADP Client Account Agreement and Authorization to Debit/Credit for Midwest Dock Solutions Inc., Oct. 6, 2016
39	ADP Client Account Agreement and Authorization to Debit/Credit for Dock & Door Install, Inc., Oct. 6, 2016
40	Subcontract Agreement Midwest Dock Solutions Inc. and Clayco Inc., (Exhibit 99)
41	Subcontract Agreement between Midwest Dock Solutions, Inc. and Opus Design Build LLC for Euclid Beverage Expansion Product, Mar. 26, 2024
42	ARCO/Murray Construction Company: Subcontract Agreement between Midwest Dock Solutions, Inc. and ARCO/Murray National Construction Company, Inc., Feb. 27, 2023 SUBJECT TO PROTECTIVE ORDER - TO BE FILED SEPARATELY
43	Intentionally Omitted
44	Dock & Door Install Inc. Certificate of Insurance for Krusinski Construction Company, Aug 6, 2020, (Exhibit 256)
45	Dock & Door Install Inc. Certificate of Insurance for Meridian Design Build, Inc., Apr 14, 2025, (Exhibit 257)
46	Intentionally Omitted
47	Midwest Dock Solutions, Inc. Certificates of Insurance to Krusinski Construction Company, (Exhibit 280)
48	Midwest Dock Solutions, Inc. Certificates of Insurance to Opus Design Build LLC, (Exhibit 282)
49	Midwest Dock Solutions, Inc. Certificates of Insurance to Meridian Design Build LLC, (Exhibit 279)
50	Midwest Dock Solutions, Inc. Certificate of Insurance for ARCO/Murray, LLC, (Exhibit 259)
51	Dock & Door Install Inc. Certificate of Insurance for ARCO/Murray National Holdings, Inc., Mar. 20, 2020, (Exhibit 254)
52	Midwest Dock Solutions, Inc. Certificates of Insurance to Principle Construction Company, Inc., (Exhibit 284)
53	Standard Form of Subcontract Agreement Between Principle Construction Corp. and Midwest Dock Solutions, Inc. for General RV Showroom Huntley, IL, Jan. 26, 2022, (Exhibit 64)
54	Dock & Door Install, Inc. 2016 IRS Form 1120-S (First page only), (Exhibit 172)
55	Dock & Door Install, Inc. 2017 IRS Form 1120-S (First page only), (Exhibit 175)
56	Dock & Door Install, Inc. 2018 IRS Form 1120-S (First page only), (Exhibit 178)
57	Dock & Door Install, Inc. 2019 IRS Form 1120-S (First page only), (Exhibit 181)
58	Dock & Door Install, Inc. 2020 IRS Form 1120-S (First page only), (Exhibit 184)
59	Dock & Door Install, Inc. 2021 IRS Form 1120-S (First page only), (Exhibit 187)
60	Dock & Door Install, Inc. 2022 IRS Form 1120-S (First page only), (Exhibit 190)
61	Dock & Door Install, Inc. 2023 IRS Form 1120-S (First page only), (Exhibit 193)

62	Deposition Transcript of Callie Stephens
63	Deposition Transcript of Sherri Webber
64	Steger, IL Application for Post Office Box Service, Jan. 11, 2021, (Exhibit 49)
65	Steger, IL P.O. Box Service Fee Notice of Midwest Dock Solutions and Credit Card Payment Receipts, (Exhibit 50)
66	Cincinnati Insurance Company Endorsement for Change of Address, Mar. 24, 2021, (Exhibit 240)
67	Cincinnati Insurance Company Billing Statements to P.O. Box 363 from Feb. 28, 2022 to Aug. 29, 2024, (Exhibit 48)
68	Dock & Door Install, Inc. Fringe Benefit Contribution Reports March 2021 to October 2023, (Exhibit 47)
69	Deposition Transcript of Richard Mantoan
70	Deposition Transcript of Nicolas Kelly
71	Deposition Transcript of Branden Bishop
72	Dock & Door Install Inc.'s Fringe Benefit Contribution Reports September 2014 to July 2019, (Exhibit 220)
73	Email from Callie Stephens (Gineris & Associates) to Tony Brutti, Oct. 17, 2016, (Exhibit 222)
74	Email from Sherri Webber to Callie Stephens (Gineris & Associates), Sep. 26, 2018, (Exhibit 211)
75	Quinten Williams LinkedIn Page (Exhibit 2)
76	Tony Tattini Checks from Midwest Dock Solutions, (Exhibit 35)
77	Intentionally Omitted
78	Intentionally Omitted
79	Intentionally Omitted
80	Intentionally Omitted
81	David Green and Anthony Tattini W-2s for 2017, (Exhibit 261)
82	Anthony Brutti W-2 for 2017, (Exhibit 173)
83	Anthony Brutti W-2 for 2018, (Exhibit 176)
84	Don Cruikshank, David Green, and Anthony Tattini W-2s for 2018, (Exhibit 262)
85	Anthony Brutti W-2 for 2019, (Exhibit 179)
86	Anthony Brutti W-2 for 2020, (Exhibit 182)
87	Anthony Brutti W-2 for 2021, (Exhibit 185)
88	Anthony Brutti W-2 for 2022, (Exhibit 188)
89	Jose Aguirre, Don Cruikshank, David Green, Eric Jansma, Nicolas Kelly and Collin Zarlengo W-2s for 2022, (Exhibit 264)
90	Anthony Brutti W-2 for 2023 (Exhibit 191)

91	Jose Aguirre, David Green, Eric Jansma, Nicolas Kelly and Collin Zarlengo W-2s for 2023, (Exhibit 263)
92	David Green W-2s for 2020-2024, (Exhibit 28)
93	Blue Book Building & Construction Network ProView Worksheet and Contract
94	The Blue Book Building & Construction Network Contract for the Period August 2021 through July 2023, Apr. 14, 2021, (Exhibit 105)
95	The Blue Book Building & Construction Network Contract for the Period August 2021 through July 2023, Apr. 14, 2021
96	Email from Ira Sugar, Midwest Dock Solutions Inc., to Zach Adkins, Pepper Construction Company, Nov. 4, 2019, (Exhibit 60)
97	Bid Proposal by Midwest Dock Solutions, Inc. to Opus Design Build LLC, Jan. 21, 2022 for MTC Kenosha 2021, (Exhibit 100)
98	Photograph of Midwest Dock Solutions Truck, (Exhibit 8)
99	Photograph of Midwest Dock Solutions Truck, (Exhibit 5)
100	Photograph of Midwest Dock Solutions Truck, (Exhibit 6)
101	Photograph of Midwest Dock Solutions Shirt (Exhibit 15)
102	Defendant Dock & Door Install, Inc.'s Responses To Plaintiffs' Second Set Of Interrogatories And Document Production Requests
103	Dock & Door, Inc. Deposit Summary, Sep. 1, 2022, Midwest Dock Solutions Inc. Payment of \$10,972, Dock & Door Install Inc. Invoices to Midwest Dock Solutions Inc., (Exhibit 168)
104	Email from Tony Brutti to Margaret Stredde (Esser Hayes), Apr. 20, 2021, (Exhibit 52)
105	Email Exchange Between Tony Brutti, Zack Adkins (Pepper Construction) and Ira Sugar, (Exhibit 241)
106	Email Exchange Between Tony Brutti and Zack Adkins (Pepper Construction), (Exhibit 242)
107	Email Exchange Between Tony Brutti and Christi Adams (Pepper Construction), (Exhibit 243)
108	Email Communications from Sherri Webber to Tony Brutti and Tony Zarlengo, (Exhibit 244)
109	Email Exchange Between Tony Brutti and Christi Adams (Pepper Construction), (Exhibit 246)
110	Email Exchange Between Tony Brutti and Thomas Braun (Pepper Construction), (Exhibit 250)
111	Email from Tony Brutti (Midwest Dock Solutions Inc.) to Christi Adams (Pepper Construction), Mar. 28, 2024, (Exhibit 249)
112	Email from Tony Brutti, Midwest Dock Solutions Inc., to Christi Adams, Pepper Construction, Mar. 28, 2024, (Exhibit 98)

113	Deposition Transcript of Veronica O'Connor
114	Email from Tony Brutti (Midwest Dock Solutions Inc.) to Margaret Stredde (Esser Hayes), Oct. 22, 2020, (Exhibit 287)
115	Email from Margaret Stredde (Esser Hayes) to Tony Brutti (Midwest Dock Solutions Inc.), Oct. 22, 2020, (Exhibit 288)
116	Midwest Dock Solutions, Inc. Certificate of Insurance for Principle Construction Corp., Oct. 16, 2020
117	Email from Tony Brutti (Midwest Dock Solutions Inc.) to Margaret Stredde (Esser Hayes), Oct. 23, 2020, (Exhibit 290)
118	Village of Hazel Crest Department of Building & Inspectional Services, Application for Contractor's Registration Certificate, Company Name: Midwest Dock Solutions
119	Email from Margaret Stredde, Esser Hayes, to Margaret Stredde, Oct. 23, 2020, (Exhibit 291)
120	Midwest Dock Solutions, Inc. Certificate of Insurance for Village of Hazel Crest, Oct. 23, 2020
121	Email from Tony Brutti, Midwest Dock Solutions, to Cathie Demitropoulos, Assured Partners, Jan. 11, 2021, (Exhibit 293)
122	Text Message Between Callie Stephens, Gineris & Associates, Ltd. and Tony Zarlengo, Midwest Dock Solutions, Jun. 13, 2023, (Exhibit 107), EX. 122
123	Text Message from Richard Mantoan to Tony Brutti (Exhibit 273)
124	Email from Mara Spring, Counsel for Holden Insurance, to Kevin McJessy, Plaintiffs' Counsel, Oct. 6, 2025, (Exhibit 253)
125	Deposition Transcript of Jacie Olson

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 51



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Illinois, LLC 4350 Weaver Pkwy Warrenville IL 60555	CONTACT NAME: Certificate Team PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-355-7996 E-MAIL ADDRESS: certs.apil@assuredpartners.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Cincinnati Insurance Company NAIC # 10677	
INSURER B: Berkley Casualty Company/Berkely Industrial Comp 15911	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 908862931

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	ENP 0265614	7/22/2024	7/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA 0265614	7/22/2024	7/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ /A	Y	Y	ENP 0265614	7/22/2024	7/22/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	BNET508640479	7/22/2024	7/22/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Job #C938 - Project Nexus Elwood at Mississippi Street & Diagonal Rd, Elwood IL 60421.

Primary/Non-Contributory Additional Insured(s) for General Liability and Umbrella Liability: ARCO/Murray National Holdings, Inc. c/o ARCO/Murray National Construction Company.; CJ Logistics America, LLC; KORUS Logistics Infra EW LLC (Owner) and Village of Elwood, Baxter & Woodman, Inc. and their respective parents, subsidiaries, affiliates, successors, and assigns, Owner's lender, and anyone else required in the General Contract. Waiver of Subrogation on General Liability, Umbrella Liability and Workers Compensation applies in favor of the Additional Insureds. Endorsement form(s) attached.

CERTIFICATE HOLDER

CANCELLATION

 ARCO/Murray National Holdings, Inc.
 c/o ARCO/Murray National Construction Company
 3110 Woodcreek Drive
 Downers Grove IL 60515

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 52



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Illinois, LLC 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: Certificate Team PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-355-7996 E-MAIL ADDRESS: COI@esserhayes.com														
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : The Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company	10677	INSURER B : The Cincinnati Indemnity Company	23280	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 1707263560

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ENP 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Job #2020-05, Code #08360, Contract #3717 - Bridgepoint 355 Lombard.

Primary/Non-Contributory Additional Insured(s) for General Liability, Auto Liability and additional insured's for Umbrella Liability: Principle Construction Corp.; Bridge Development Partners, LLC; BDP Development Services of Illinois, LLC; Harris Architects and Spaceco Inc.

Waiver of Subrogation on General Liability, Auto Liability, Umbrella Liability and Workers Compensation applies in favor of the Additional Insured's. Endorsement forms attached.



CERTIFICATE HOLDER

 Principle Construction Corp.
 9450 W. Bryn Mawr Ave.
 Suite 765
 Rosemont, IL 60018

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER AssuredPartners of Illinois, LLC 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: Certificate Team PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-355-7996 E-MAIL ADDRESS: COI@esserhayes.com														
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B: The Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Company	10677	INSURER B: The Cincinnati Indemnity Company	23280	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 1707263560

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ENP 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Job #2020-05, Code #08360, Contract #3717 - Bridgepoint 355 Lombard.
 Primary/Non-Contributory Additional Insured(s) for General Liability, Auto Liability and additional insured's for Umbrella Liability: Principle Construction Corp.; Bridge Development Partners, LLC; BDP Development Services of Illinois, LLC; Harris Architects and Spaceco Inc.
 Waiver of Subrogation on General Liability, Auto Liability, Umbrella Liability and Workers Compensation applies in favor of the Additional Insured's.
 Endorsement forms attached.

CERTIFICATE HOLDER

CANCELLATION

Principle Construction Corp. 9450 W. Bryn Mawr Ave. Suite 765 Rosemont, IL 60018	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
---	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Illinois, LLC 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: Certificate Team PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-355-7996 E-MAIL ADDRESS: COI@esserhayes.com
INSURER(S) AFFORDING COVERAGE	
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	INSURER A: Cincinnati Insurance Company INSURER B: The Cincinnati Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:
MIDWDOC-01	NAIC #
	10677
	23280

COVERAGES**CERTIFICATE NUMBER:** 1707263560**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ENP 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Job #2020-05, Code #08360, Contract #3717 - Bridgepoint 355 Lombard.

Primary/Non-Contributory Additional Insured(s) for General Liability, Auto Liability and additional insured's for Umbrella Liability: Principle Construction Corp.;

Bridge Development Partners, LLC; BDP Development Services of Illinois, LLC; Harris Architects and Spaceco Inc.

Waiver of Subrogation on General Liability, Auto Liability, Umbrella Liability and Workers Compensation applies in favor of the Additional Insured's.

Endorsement forms attached.

CERTIFICATE HOLDER**CANCELLATION**

Principle Construction Corp.
 9450 W. Bryn Mawr Ave.
 Suite 765
 Rosemont, IL 60018

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2020

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No. Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com														
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B: The Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Company	10677	INSURER B: The Cincinnati Indemnity Company	23280	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Cincinnati Insurance Company	10677														
INSURER B: The Cincinnati Indemnity Company	23280														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 2078793991**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <div style="text-align: right;">Y/N <input checked="" type="checkbox"/> Y N/A</div>	Y		EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

JOB: #2019-12 SEEFRIED INDUSTRIAL PROPERTIES 1, 8500 116TH ST, PLEASANT PRAIRIE, WI 53158. PRINCIPLE CONSTRUCTION CORP; TGA PLEASANT PRAIRIE CENTER LLC C/O NUVEEN REAL ESTATE; PARTNERS IN DESIGN ARCHITECTS; PINNACLE ENGINEERING; SEEFRIED INDUSTRIAL PROPERTIES ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORMS ATTACHED.

CERTIFICATE HOLDER**CANCELLATION**

PRINCIPLE CONSTRUCTION CORP, C/O DSP
 CERTIFICATE TRACKING
 1900 E GOLF RD, SUITE 650
 SCHAUMBURG IL 60173

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2020

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PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com
INSURER(S) AFFORDING COVERAGE	
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	INSURER A: Cincinnati Insurance Company INSURER B: The Cincinnati Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 476069235**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

JOB: #2019-26 IDI PROJECT TRACEY, 23700 W BLUFF ROAD, CHANNAHON, IL.
 PRINCIPLE CONSTRUCTION CORP (GENERAL CONTRACTOR); IDIG CHANNAHON A, LLC (OWNER); IDI LOGISTICS (OWNER); SPARKS (ARCHITECT) ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORMS ATTACHED.

CERTIFICATE HOLDER**CANCELLATION**

PRINCIPLE CONSTRUCTION CORP, C/O DSP CERTIFICATE TRACKING 1900 E GOLF RD, SUITE 650 SCHAUMBURG IL 60173	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2014/01)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2020

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PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL: coi@esserhayes.com ADDRESS:														
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B: The Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Company	10677	INSURER B: The Cincinnati Indemnity Company	23280	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:** 476069235**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

JOB: #2019-26 IDI PROJECT TRACEY, 23700 W BLUFF ROAD, CHANNAHON, IL.
 PRINCIPLE CONSTRUCTION CORP (GENERAL CONTRACTOR); IDIG CHANNAHON A, LLC (OWNER); IDI LOGISTICS (OWNER); SPARKS (ARCHITECT) ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORMS ATTACHED.

CERTIFICATE HOLDER**CANCELLATION**

PRINCIPLE CONSTRUCTION CORP, C/O DSP
 CERTIFICATE TRACKING
 1900 E GOLF RD, SUITE 650
 SCHAUMBURG IL 60173

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2020

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PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	INSURER(S) AFFORDING COVERAGE
	INSURER A : Cincinnati Insurance Company
	INSURER B : The Cincinnati Indemnity Company
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1169457735

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: JOB #2018-15, PHARMA LOGISTICS - 1795 N BUTTERFIELD ROAD, SUITE 203, LIBERTYVILLE, IL 60048.
 PRIMARY/NON-CONTRIBUTORY ADDITIONAL INSURED ON GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA LIABILITY: PRINCIPLE CONSTRUCTION CORP., FOREVER LAND COMPANY, PHARMA LOGISTICS AND HARRIS ARCHITECTS. WAIVER OF SUBROGATION AS IT PERTAINS TO GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA AND WORKERS COMPENSATION IN FAVOR OF THE ADDITIONAL INSURED.
 COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORM(S) ATTACHED.

CERTIFICATE HOLDER

CANCELLATION

PRINCIPLE CONSTRUCTION CORP. 9450 W. BRYN MAWR AVE. SUITE 765 ROSEMONT IL 60018	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL ADDRESS: col@esserhayes.com
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	MIDWE11
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Cincinnati Insurance Company
	INSURER B: The Cincinnati Indemnity Company
	INSURER C:
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1169457735

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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 PRIMARY/NON-CONTRIBUTORY ADDITIONAL INSURED ON GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA LIABILITY: PRINCIPLE CONSTRUCTION CORP., FOREVER LAND COMPANY, PHARMA LOGISTICS AND HARRIS ARCHITECTS. WAIVER OF SUBROGATION AS IT PERTAINS TO GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA AND WORKERS COMPENSATION IN FAVOR OF THE ADDITIONAL INSURED.
 COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORM(S) ATTACHED.

CERTIFICATE HOLDER

CANCELLATION

PRINCIPLE CONSTRUCTION CORP. 9450 W. BRYN MAWR AVE. SUITE 765 ROSEMONT IL 60018	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DATE (MM/DD/YYYY)

3/19/2020

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PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No. Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com														
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : The Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company	10677	INSURER B : The Cincinnati Indemnity Company	23280	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Cincinnati Insurance Company	10677														
INSURER B : The Cincinnati Indemnity Company	23280														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 903726874

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

JOB: #2019-02 STAG INDUSTRIAL HOLDINGS BUILDING ADDITION, 10441 80TH AVE, PLEASANT PRAIRIE, WI. PRINCIPLE CONSTRUCTION CORP; STAG INDUSTRIAL HOLDINGS, A DELAWARE LIMITED LIABILITY COMPANY; PARTNERS IN DESIGN; PINNACLE ENGINEERING ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORMS ATTACHED.

CERTIFICATE HOLDER

CANCELLATION

PRINCIPLE CONSTRUCTION CORP, C/O DSP
 CERTIFICATE TRACKING
 1900 E GOLF RD, SUITE 650
 SCHAUMBURG IL 60173

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C No. Ext): 630-355-2077 FAX (A/C No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com														
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : The Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company	10677	INSURER B : The Cincinnati Indemnity Company	23280	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 2078793991**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 JOB: #2019-12 SEEFRIED INDUSTRIAL PROPERTIES 1, 8500 116TH ST, PLEASANT PRAIRIE, WI 53158. PRINCIPLE CONSTRUCTION CORP; TGA PLEASANT PRAIRIE CENTER LLC C/O NUVEEN REAL ESTATE; PARTNERS IN DESIGN ARCHITECTS; PINNACLE ENGINEERING; SEEFRIED INDUSTRIAL PROPERTIES ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORMS ATTACHED.

CERTIFICATE HOLDER**CANCELLATION**

PRINCIPLE CONSTRUCTION CORP, C/O DSP
 CERTIFICATE TRACKING
 1900 E GOLF RD, SUITE 650
 SCHAUMBURG IL 60173

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-355-7996 E-MAIL ADDRESS: coi@esserhayes.com														
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : The Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company	10677	INSURER B : The Cincinnati Indemnity Company	23280	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Cincinnati Insurance Company	10677														
INSURER B : The Cincinnati Indemnity Company	23280														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 407937432**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2019	3/13/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2019	3/13/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2019	3/13/2020	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2019	3/13/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2019	3/13/2020	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

JOB: #2019-26 IDI PROJECT TRACEY, 23700 W BLUFF ROAD, CHANNAHON, IL.
 PRINCIPLE CONSTRUCTION CORP (GENERAL CONTRACTOR); IDIG CHANNAHON A, LLC (OWNER); IDI LOGISTICS (OWNER); SPARKS (ARCHITECT) ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AND UMBRELLA LIABILITY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORMS ATTACHED.

CERTIFICATE HOLDER**CANCELLATION**

PRINCIPLE CONSTRUCTION CORP, C/O DSP
 CERTIFICATE TRACKING
 1900 E GOLF RD, SUITE 650
 SCHAUMBURG IL 60173

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100		CONTACT NAME: PHONE (A/C, No. Ext): 630-355-2077		FAX (A/C, No): 630-355-7996
		E-MAIL ADDRESS: coi@esserhayes.com		
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Cincinnati Insurance Company		10677
		INSURER B: The Cincinnati Indemnity Company		23280
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1208283729

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2019	3/13/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2019	3/13/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2019	3/13/2020	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2019	3/13/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2019	3/13/2020	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

JOB: #2019-26 IDI PROJECT TRACEY, 23700 W BLUFF ROAD, CHANNAHON, IL.
 PRINCIPLE CONSTRUCTION CORP (GENERAL CONTRACTOR); IDIG CHANNAHON A, LLC (OWNER); IDI LOGISTICS (OWNER); SPARKS (ARCHITECT) ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORMS ATTACHED.

CERTIFICATE HOLDER

CANCELLATION

PRINCIPLE CONSTRUCTION CORP, C/O DSP
 CERTIFICATE TRACKING
 1900 E GOLF RD, SUITE 650
 SCHAUMBURG IL 60173

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2020

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PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com														
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B: The Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Company	10677	INSURER B: The Cincinnati Indemnity Company	23280	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Cincinnati Insurance Company	10677														
INSURER B: The Cincinnati Indemnity Company	23280														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 903726874**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <div style="float: right;"> Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A </div>		Y	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

JOB: #2019-02 STAG INDUSTRIAL HOLDINGS BUILDING ADDITION, 10441 80TH AVE, PLEASANT PRAIRIE, WI. PRINCIPLE CONSTRUCTION CORP; STAG INDUSTRIAL HOLDINGS, A DELAWARE LIMITED LIABILITY COMPANY; PARTNERS IN DESIGN; PINNACLE ENGINEERING ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORMS ATTACHED.

CERTIFICATE HOLDER**CANCELLATION**

PRINCIPLE CONSTRUCTION CORP, C/O DSP
 CERTIFICATE TRACKING
 1900 E GOLF RD, SUITE 650
 SCHAUMBURG IL 60173

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER AssuredPartners of Illinois, LLC 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: Certificate Team PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-355-7996 E-MAIL ADDRESS: COI@esserhayes.com
INSURER(S) AFFORDING COVERAGE	
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	MIDWDOC-01 INSURER A: Cincinnati Insurance Company INSURER B: The Cincinnati Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 517623282

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ENP 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Job #2020-05, Code #08360, Contract #3717 - Bridgepoint 355 Lombard.

Primary/Non-Contributory Additional Insured(s) for General Liability, Auto Liability and Umbrella Liability: Principle Construction Corp.; Bridge Development Partners, LLC; BDP Development Services of Illinois, LLC; Harris Architects and Spaceco Inc. Waiver of Subrogation on General Liability, Auto Liability, Umbrella Liability and Workers Compensation applies in favor of the Additional Insured's. Umbrella limit extends over the General Liability, Auto Liability and Workers Comp primary limits. Coverage is excluded under the Workers Compensation for Tony Zarlengo (VP) and Mike Richert (Pres.). Endorsement forms attached.

CERTIFICATE HOLDER

CANCELLATION

Principle Construction Corp., c/o DSP Certificate Tracking
 1900 E Golf Rd, Suite 650
 Schaumburg IL 60173

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Cincinnati Insurance Company	
INSURER B : The Cincinnati Indemnity Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES	CERTIFICATE NUMBER: 1898922	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 JOB: #2018-04 BITS 850 ASBURY DRIVE, BUFFALO GROVE, IL 60089. PRINCIPLE CONSTRUCTION CORP, USRLP ASBURY DRIVE, LLC; RIDGELINE PROPERTY GROUP; BUSINESS IT SOURCE ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AND UMBRELLA LIABILITY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSURED AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT ATTACHED.

CERTIFICATE HOLDER

CANCELLATION

PRINCIPLE CONSTRUCTION CORP.
 C/O DSP CERTIFICATE TRACKING
 1900 E GOLF ROAD, SUITE 650
 SCHAMBURG IL 60174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/16/2020

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PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com														
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : The Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company	10677	INSURER B : The Cincinnati Indemnity Company	23280	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Cincinnati Insurance Company	10677														
INSURER B : The Cincinnati Indemnity Company	23280														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 113800251 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: JOB #2017-23, COST #11160 - BUILDING ADDITION/CONNECTION, 1855 WALLACE AVENUE, ST. CHARLES, IL.
 PRIMARY/NON-CONTRIBUTORY ADDITIONAL INSURED(S) ON GENERAL LIABILITY AND ADDITIONAL INSURED(S) ON AUTO LIABILITY AND UMBRELLA LIABILITY: PRINCIPLE CONSTRUCTION CORP., EXACT REPLACEMENT PARTS, INC. AND CORNERSTONE ARCHITECTS LTD.
 WAIVER OF SUBROGATION AS IT PERTAINS TO GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA LIABILITY AND WORKERS COMPENSATION IN FAVOR OF THE ADDITIONAL INSURED(S).
 ENDORSEMENT FORM(S) ATTACHED.

CERTIFICATE HOLDER PRINCIPLE CONSTRUCTION CORP. 9450 W. BRYN MAWR AVE. SUITE #765 ROSEMONT, IL 60018	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

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3/16/2020

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PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com INSURER(S) AFFORDING COVERAGE <table style="width: 100%;"> <tr> <td style="width: 80%;">INSURER A: Cincinnati Insurance Company</td> <td style="width: 20%;">NAIC # 10677</td> </tr> <tr> <td>INSURER B: The Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Cincinnati Insurance Company	NAIC # 10677	INSURER B: The Cincinnati Indemnity Company	23280	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: Cincinnati Insurance Company	NAIC # 10677												
INSURER B: The Cincinnati Indemnity Company	23280												
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	MIDWE11												

COVERAGES **CERTIFICATE NUMBER: 439788659** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 JOB: #2017-19 LINN STAR TENANT BUILD-OUT, 850 ASHBURY DR, BUFFALO GROVE, IL 60089. PRINCIPLE CONSTRUCTION CORP, USRLP ASBURY DRIVE LLC, A TEXAS LIMITED PARTNERSHIP; HARRIS ARCHITECTS; KIMLEY HORN; RIDGELINE PROPERTY GROUP; LINN STAR TRANSFER, INC ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AND UMBRELLA LIABILITY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORM(S) ATTACHED.

CERTIFICATE HOLDER PRINCIPLE CONSTRUCTION CORP. C/O DSP CERTIFICATE TRACKING 1900 E GOLF RD, SUITE 650 SCHAUMBURG IL 60173	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2020

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PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com														
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : The Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company	10677	INSURER B : The Cincinnati Indemnity Company	23280	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Cincinnati Insurance Company	10677														
INSURER B : The Cincinnati Indemnity Company	23280														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 802964485**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

JOB: #2018-10 STREAM DATA, 2080 LUNT AVENUE, ELK GROVE VILLAGE, IL.
 PRINCIPLE CONSTRUCTION CORP, JE DUN CONSTRUCTION COMPANY, STREAM DATA AND HARRIS ARCHITECTS ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AND UMBRELLA LIABILITY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORM(S) ATTACHED.

CERTIFICATE HOLDER**CANCELLATION**

PRINCIPLE CONSTRUCTION CORP.
 C/O DSP CERTIFICATE TRACKING
 1900 E GOLF ROAD, SUITE 650
 SCHAUMBURG IL 60174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Cincinnati Insurance Company	
INSURER B : The Cincinnati Indemnity Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 957242763** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 JOB: #2016-09 DOHENY ENTERPRISES, LOT 40-LAKEVIEW CORPORATE PARK, 10411 80TH AVE, PLEASANT PRAIRIE, WI 53158.
 PRINCIPLE CONSTRUCTION CORP, DOHENY FAMILY INVESTMENTS LLC, PARTNERS IN DESIGN ARCHITECTS, WINTRUST FINANCIAL CORP C/O LAKE FOREST BANK AND TRUST, ISAOA, ATIMA, 1100 WAUKEGAN RD, NORTHBROOK, IL 60062, DOHENY ENTERPRISES, INC, DOHENY'S LLC AND PINNACLE ENGINEERING GROUP ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORM(S) ATTACHED.

CERTIFICATE HOLDER
CANCELLATION

PRINCIPLE CONSTRUCTION CORP.
 C/O DSP CERTIFICATE TRACKING
 1900 E GOLF ROAD, SUITE 650
 SCHAUMBURG IL 60174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Cincinnati Insurance Company	
INSURER B : The Cincinnati Indemnity Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES	CERTIFICATE NUMBER: 1276029040	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: JOB #2018-15, PHARMA LOGISTICS - 1795 N BUTTERFIELD ROAD, SUITE 203, LIBERTYVILLE, IL 60048.
 PRIMARY/NON-CONTRIBUTORY ADDITIONAL INSURED ON GENERAL LIABILITY, AUTO LIABILITY AND ADDITIONAL INSURED ON UMBRELLA LIABILITY: PRINCIPLE CONSTRUCTION CORP., FOREVER LAND COMPANY, PHARMA LOGISTICS AND HARRIS ARCHITECTS. WAIVER OF SUBROGATION AS IT PERTAINS TO GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA AND WORKERS COMPENSATION IN FAVOR OF THE ADDITIONAL INSURED.
 COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORM(S) ATTACHED.

CERTIFICATE HOLDER
CANCELLATION

PRINCIPLE CONSTRUCTION CORP.
 9450 W. BRYN MAWR AVE.
 SUITE 765
 ROSEMONT IL 60018

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Cincinnati Insurance Company	
INSURER B: The Cincinnati Indemnity Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 1546181014	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 JOB: #2017-08 BOERMAN MOVING & STORAGE ADDITION. PRINCIPLE CONSTRUCTION CORP, BOERMAN MOVING & STORAGE AND TIMOTHY MORGAN & ASSOCIATES LLC ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AND UMBRELLA LIABILITY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORM(S) ATTACHED.

CERTIFICATE HOLDER

CANCELLATION

PRINCIPLE CONSTRUCTION CORP.
 C/O DSP CERTIFICATE TRACKING
 1900 E GOLF ROAD, SUITE 650
 SCHAUMBURG IL 60174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2020

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PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C No. Ext): 630-355-2077 FAX (A/C No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Cincinnati Insurance Company NAIC # 10677	
INSURER B: The Cincinnati Indemnity Company 23280	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1557305967 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: JOB #2017-14, BR-4 MONEE, MONEE II, 60449.
 PRIMARY/NON-CONTRIBUTORY ADDITIONAL INSURED ON GENERAL LIABILITY, AUTO LIABILITY AND ADDITIONAL INSURED ON UMBRELLA LIABILITY: PRINCIPLE CONSTRUCTION CORP., BAILLY RIDGE OWNER, LLC, BAILLY RIDGE JV, LLC, CANYON PARTNERS REAL ESTATE LLC, CANYON LAUREL MASTER FUND LP., CANYON LAUREL INVESTMENT FUND (A) L.P., CANYON LAUREL LP., AND THEIR AFFILIATES, SUCCESSORS AND ASSIGNS, BAILLY RIDGE FOUR, LLC, DEBARTOLO DEVELOPMENT, LLC, DEBARTOLO CONSTRUCTION SERVICES, LLC, LFI LOCATION FINDERS INTERNATIONAL, ORCHARD 2251, MONEE FOUR, LLC, CLF-PE BAILLY RIDGE 4 MEMBER LLC, AND THEIR MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS, ANY LENDER AND ANY OTHER PARTIES AS STIPULATED BY OWNER, VALLEY NATIONAL BANK, ITS SUCCESSORS AND/OR ASSIGNS AND VILLAGE OF MONEE.
 See Attached...

CERTIFICATE HOLDER
CANCELLATION

PRINCIPLE CONSTRUCTION CORP.
 9450 W. BRYN MAWR AVE.
 SUITE 765
 ROSEMONT, IL 60018

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: MIDWE11

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Esser Hayes Insurance Group		NAMED INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

WAIVER OF SUBROGATION AS IT PERTAINS TO GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA AND WORKERS COMPENSATION IN FAVOR OF THE ADDITIONAL INSURED.
COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR ANTHONY ZARLENGO (SECY) AND MIKE RICHERT (PRES).
ENDORSEMENT FORM(S) ATTACHED.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com														
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : The Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company	10677	INSURER B : The Cincinnati Indemnity Company	23280	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Cincinnati Insurance Company	10677														
INSURER B : The Cincinnati Indemnity Company	23280														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 1786628313**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

JOB: #2018-14 2001 ARTHUR AVE, ELK GROVE VILLAGE, IL. PRINCIPLE CONSTRUCTION CORP, CH REALTY VIII/ CHICAGO L.L.C. C/O CROW HOLDINGS CAPITOL REAL ESTATE, HARRIS ARCHITECTS, KIMLEY HORN ARCHITECTS AND SEEFRIED PROPERTIES ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AND UMBRELLA LIABILITY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORM(S) ATTACHED.

CERTIFICATE HOLDER**CANCELLATION**

PRINCIPLE CONSTRUCTION CORP.
 C/O DSP CERTIFICATE TRACKING
 1900 E GOLF ROAD, SUITE 650
 SCHAUMBURG IL 60174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com														
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : The Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company	10677	INSURER B : The Cincinnati Indemnity Company	23280	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Cincinnati Insurance Company	10677														
INSURER B : The Cincinnati Indemnity Company	23280														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 1930419038

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

JOB: #2017-11 MLE-ELMHURST, 540 W LAMONT ROAD. PRINCIPLE CONSTRUCTION CORP, MLE AND CORNERSTONE ARCHITECTS ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AND UMBRELLA LIABILITY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSURED AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORM(S) ATTACHED.

CERTIFICATE HOLDER

CANCELLATION

PRINCIPLE CONSTRUCTION CORP.
 C/O DSP CERTIFICATE TRACKING
 1900 E GOLF ROAD, SUITE 650
 SCHAUMBURG IL 60174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Cincinnati Insurance Company	
INSURER B : The Cincinnati Indemnity Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES	CERTIFICATE NUMBER: 2014208685	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 JOB: #2019-11 NATIVE FLORAL ADDITIONAL DOCKS AND SITE IMPROVEMENTS, 1301 N LOMBARD ROAD, LOMBARD, IL 60148. PRINCIPLE CONSTRUCTION CORP; NATIVE FLORAL GROUP; HARRIS ARCHITECTS ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AND UMBRELLA LIABILITY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORM ATTACHED.

CERTIFICATE HOLDER

CANCELLATION

PRINCIPLE CONSTRUCTION CORP.
 9450 W BRYN MAWR AVE, SUITE 765
 ROSEMONT IL 60018

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Cincinnati Insurance Company	
INSURER B : The Cincinnati Indemnity Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES	CERTIFICATE NUMBER: 1169457735	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: JOB #2018-15, PHARMA LOGISTICS - 1795 N BUTTERFIELD ROAD, SUITE 203, LIBERTYVILLE, IL 60048.
 PRIMARY/NON-CONTRIBUTORY ADDITIONAL INSURED ON GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA LIABILITY: PRINCIPLE CONSTRUCTION CORP., FOREVER LAND COMPANY, PHARMA LOGISTICS AND HARRIS ARCHITECTS. WAIVER OF SUBROGATION AS IT PERTAINS TO GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA AND WORKERS COMPENSATION IN FAVOR OF THE ADDITIONAL INSURED.
 COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORM(S) ATTACHED.

CERTIFICATE HOLDER PRINCIPLE CONSTRUCTION CORP. 9450 W. BRYN MAWR AVE. SUITE 765 ROSEMONT IL 60018	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2014/01)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Illinois, LLC 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: Certificate Team PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-355-7996 E-MAIL ADDRESS: COI@esserhayes.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Cincinnati Insurance Company	
INSURER B : The Cincinnati Indemnity Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES	CERTIFICATE NUMBER: 1707263560	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ENP 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Job #2020-05, Code #08360, Contract #3717 - Bridgepoint 355 Lombard.
 Primary/Non-Contributory Additional Insured(s) for General Liability, Auto Liability and additional insured's for Umbrella Liability: Principle Construction Corp.; Bridge Development Partners, LLC; BDP Development Services of Illinois, LLC; Harris Architects and Spaceco Inc.
 Waiver of Subrogation on General Liability, Auto Liability, Umbrella Liability and Workers Compensation applies in favor of the Additional Insured's.
 Endorsement forms attached.

CERTIFICATE HOLDER

CANCELLATION

Principle Construction Corp.
 9450 W. Bryn Mawr Ave.
 Suite 765
 Rosemont, IL 60018

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Illinois, LLC 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: Kathy Waslewski PHONE (A/C, No, Ext): 630-908-5058 FAX (A/C, No): 630-908-4710 E-MAIL ADDRESS: kwas@mctrinka.com INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company NAIC # 10677 INSURER B: The Cincinnati Indemnity Company 23280 INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES **CERTIFICATE NUMBER: 381747787** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ENP 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWV 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Job #2020-09, Code #08360, tenant improvements for JEC Ventures, LLC, 456 S. Dartmoor Dr., Crystal Lake, IL.
 Primary/Non-Contributory Additional Insureds for General Liability, Auto Liability and Umbrella Liability: Principle Construction Corp. (General Contractor), JEC Ventures, LLC (Owner) MLCV Investments, LLC (Owners) and Harris Architects (Architect)
 Waiver of Subrogation on General Liability, Auto Liability, Umbrella Liability and Workers Compensation applies in favor of the Additional Insureds.
 Endorsement form(s) attached.

CERTIFICATE HOLDER

CANCELLATION

Principle Construction Corp.
 9450 W. Bryn Mawr Ave.
 Suite 765
 Rosemont, IL 60018

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Cincinnati Insurance Company	
INSURER B : The Cincinnati Indemnity Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES	CERTIFICATE NUMBER: 649632909	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 JOB: #2017-23 1855 WALLACE AVENUE, ST CHARLES, IL-BUILDING ADDITION/CONNECTION. PRINCIPLE CONSTRUCTION CORP, EXACT REPLACEMENT PARTS, INC, CORNERSTONE ARCHITECTS, LTD ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AND UMBRELLA LIABILITY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSURED(S) AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORM(S) ATTACHED.

CERTIFICATE HOLDER

CANCELLATION

PRINCIPLE CONSTRUCTION CORP
 C/O DSP CERTIFICATE TRACKING
 1900 E GOLF RD, SUITE 650
 SCHAUMBURG IL 60173

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2020

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PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com														
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : The Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company	10677	INSURER B : The Cincinnati Indemnity Company	23280	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Cincinnati Insurance Company	10677														
INSURER B : The Cincinnati Indemnity Company	23280														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 1234844143

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

JOB: #2017-06 2080 LUNT. PRINCIPLE CONSTRUCTION CORP, SEEFRIED PROPERTIES, CH REALTY VII/ CHICAGO LUNT LLC AND HARRIS ARCHITECTS, INC. ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORM(S) ATTACHED.

CERTIFICATE HOLDER

CANCELLATION

PRINCIPLE CONSTRUCTION CORP
 C/O DSP CERTIFICATE TRACKING
 1900 E GOLF ROAD, SUITE 650
 SCHAMBURG IL 60174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2020

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PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com
INSURER(S) AFFORDING COVERAGE	
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	INSURER A: Cincinnati Insurance Company INSURER B: The Cincinnati Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1780120035 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 JOB: #2019-09 CAVALIER LOGISTICS TI, 2001 ARTHUR AVE, SUITE A, ELK GROVE VILLAGE, IL 60007. PRINCIPLE CONSTRUCTION CORP; CH REALTY VIII/ CHICAGO ARTHUR, LLC, C/O CROW HOLDINGS CAPITAL REAL ESTATE; HARRIS ARCHITECTS; SEEFRIED INDUSTRIAL PROPERTIES, INC ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AND UMBRELLA LIABILITY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORM ATTACHED.

CERTIFICATE HOLDER

CANCELLATION

PRINCIPLE CONSTRUCTION CORP
 9450 WEST BRYN MAWR, SUITE 765
 ROSEMONT IL 60018

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2020

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PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-355-7996 E-MAIL ADDRESS: coi@esserhayes.com														
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B: The Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Company	10677	INSURER B: The Cincinnati Indemnity Company	23280	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Cincinnati Insurance Company	10677														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 407937432**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2019	3/13/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2019	3/13/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2019	3/13/2020	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2019	3/13/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2019	3/13/2020	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

JOB: #2019-26 IDI PROJECT TRACEY, 23700 W BLUFF ROAD, CHANNAHON, IL.
 PRINCIPLE CONSTRUCTION CORP (GENERAL CONTRACTOR); IDIG CHANNAHON A, LLC (OWNER); IDI LOGISTICS (OWNER); SPARKS (ARCHITECT) ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AND UMBRELLA LIABILITY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORMS ATTACHED.

CERTIFICATE HOLDER**CANCELLATION**

PRINCIPLE CONSTRUCTION CORP, C/O DSP
 CERTIFICATE TRACKING
 1900 E GOLF RD, SUITE 650
 SCHAMBURG IL 60173

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-355-7996 E-MAIL ADDRESS: coi@esserhayes.com
INSURER(S) AFFORDING COVERAGE	
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	INSURER A: Cincinnati Insurance Company INSURER B: The Cincinnati Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:
NAIC #	
10677	
23280	

COVERAGES

CERTIFICATE NUMBER: 1208283729

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2019	3/13/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2019	3/13/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2019	3/13/2020	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2019	3/13/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2019	3/13/2020	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

JOB: #2019-26 IDI PROJECT TRACEY, 23700 W BLUFF ROAD, CHANNAHON, IL.
 PRINCIPLE CONSTRUCTION CORP (GENERAL CONTRACTOR); IDIG CHANNAHON A, LLC (OWNER); IDI LOGISTICS (OWNER); SPARKS (ARCHITECT) ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORMS ATTACHED.

CERTIFICATE HOLDER

CANCELLATION

PRINCIPLE CONSTRUCTION CORP, C/O DSP
 CERTIFICATE TRACKING
 1900 E GOLF RD, SUITE 650
 SCHAUMBURG IL 60173

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : The Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company	10677	INSURER B : The Cincinnati Indemnity Company	23280	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Cincinnati Insurance Company	10677														
INSURER B : The Cincinnati Indemnity Company	23280														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES	CERTIFICATE NUMBER: 77424386	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 JOB: #2019-12 SEEFRIED INDUSTRIAL PROPERTIES 1, 8500 116TH ST, PLEASANT PRAIRIE, WI 53158. PRINCIPLE CONSTRUCTION CORP; TGA PLEASANT PRAIRIE CENTER LLC C/O NUVEEN REAL ESTATE; PARTNERS IN DESIGN ARCHITECTS; PINNACLE ENGINEERING; SEEFRIED INDUSTRIAL PROPERTIES ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AND UMBRELLA LIABILITY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORMS ATTACHED.

CERTIFICATE HOLDER PRINCIPLE CONSTRUCTION CORP, C/O DSP CERTIFICATE TRACKING 1900 E GOLF RD, SUITE 650 SCHAUMBURG IL 60173	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C No, Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Cincinnati Insurance Company	
INSURER B: The Cincinnati Indemnity Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 726070720	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 JOB: #2019-04 PITNEY BOWES TI, 2001 ARTHUR AVE, SUITE B, ELK GROVE VILLAGE, IL 60007. PRINCIPLE CONSTRUCTION CORP; CH REALTY VIII/ CHICAGO ARTHUR, LLC, C/O CROW HOLDINGS CAPITAL REAL ESTATE; HARRIS ARCHITECTS; SEEFRIED INDUSTRIAL PROPERTIES, INC ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AND UMBRELLA LIABILITY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORM ATTACHED.

CERTIFICATE HOLDER PRINCIPLE CONSTRUCTION CORP, C/O DSP CERTIFICATE TRACKING 1900 E GOLF RD, SUITE 650 SCHAUMBURG IL 60173	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2020

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Cincinnati Insurance Company 10677
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	INSURER B: The Cincinnati Indemnity Company 23280
	INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1387101390

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 JOB: #2019-02 STAG INDUSTRIAL HOLDINGS BUILDING ADDITION, 10441 80TH AVE, PLEASANT PRAIRIE, WI. PRINCIPLE CONSTRUCTION CORP; STAG INDUSTRIAL HOLDINGS, A DELAWARE LIMITED LIABILITY COMPANY; PARTNERS IN DESIGN; PINNACLE ENGINEERING ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AND UMBRELLA LIABILITY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORMS ATTACHED.

CERTIFICATE HOLDER

CANCELLATION

PRINCIPLE CONSTRUCTION CORP, C/O DSP
 CERTIFICATE TRACKING
 1900 E GOLF RD, SUITE 650
 SCHAUMBURG IL 60173

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com
INSURER(S) AFFORDING COVERAGE	
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	INSURER A: Cincinnati Insurance Company INSURER B: The Cincinnati Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2030946233

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

JOB: #2019-26 IDI PROJECT TRACEY, 23700 W BLUFF ROAD, CHANNAHON, IL.
 PRINCIPLE CONSTRUCTION CORP (GENERAL CONTRACTOR); IDIG CHANNAHON A, LLC (OWNER); IDI LOGISTICS (OWNER); SPARKS (ARCHITECT) ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORMS ATTACHED.

CERTIFICATE HOLDER

CANCELLATION

PRINCIPLE CONSTRUCTION CORP, C/O DSP
 CERTIFICATE TRACKING
 1900 E GOLF RD, SUITE 650
 SCHAUMBURG IL 60173

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AUTHORIZED REPRESENTATIVE

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PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com														
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : The Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company	10677	INSURER B : The Cincinnati Indemnity Company	23280	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Cincinnati Insurance Company	10677														
INSURER B : The Cincinnati Indemnity Company	23280														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 476069235

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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 PRINCIPLE CONSTRUCTION CORP (GENERAL CONTRACTOR); IDIG CHANNAHON A, LLC (OWNER); IDI LOGISTICS (OWNER); SPARKS (ARCHITECT) ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORMS ATTACHED.

CERTIFICATE HOLDER

CANCELLATION

PRINCIPLE CONSTRUCTION CORP, C/O DSP
 CERTIFICATE TRACKING
 1900 E GOLF RD, SUITE 650
 SCHAUMBURG IL 60173

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AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2020

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PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-579-0001 E-MAIL ADDRESS: coi@esserhayes.com
INSURER(S) AFFORDING COVERAGE	
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	MIDWE11 INSURER A: Cincinnati Insurance Company INSURER B: The Cincinnati Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 903726874

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 JOB: #2019-02 STAG INDUSTRIAL HOLDINGS BUILDING ADDITION, 10441 80TH AVE, PLEASANT PRAIRIE, WI. PRINCIPLE CONSTRUCTION CORP; STAG INDUSTRIAL HOLDINGS, A DELAWARE LIMITED LIABILITY COMPANY; PARTNERS IN DESIGN; PINNACLE ENGINEERING ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORMS ATTACHED.

CERTIFICATE HOLDER

CANCELLATION

PRINCIPLE CONSTRUCTION CORP, C/O DSP
 CERTIFICATE TRACKING
 1900 E GOLF RD, SUITE 650
 SCHAUMBURG IL 60173

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AUTHORIZED REPRESENTATIVE

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DATE (MM/DD/YYYY)

3/19/2020

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INSURER(S) AFFORDING COVERAGE	
INSURER A : Cincinnati Insurance Company	
INSURER B : The Cincinnati Indemnity Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES	CERTIFICATE NUMBER: 2078793991	REVISION NUMBER:
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 JOB: #2019-12 SEEFRIED INDUSTRIAL PROPERTIES 1, 8500 116TH ST, PLEASANT PRAIRIE, WI 53158. PRINCIPLE CONSTRUCTION CORP; TGA PLEASANT PRAIRIE CENTER LLC C/O NUVEEN REAL ESTATE; PARTNERS IN DESIGN ARCHITECTS; PINNACLE ENGINEERING; SEEFRIED INDUSTRIAL PROPERTIES ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORMS ATTACHED.

CERTIFICATE HOLDER
CANCELLATION

PRINCIPLE CONSTRUCTION CORP, C/O DSP
 CERTIFICATE TRACKING
 1900 E GOLF RD, SUITE 650
 SCHAUMBURG IL 60173

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AUTHORIZED REPRESENTATIVE

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INSURER(S) AFFORDING COVERAGE	
INSURER A: Cincinnati Insurance Company	
INSURER B: The Cincinnati Indemnity Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 18159750	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 JOB: #2018-23 INTERLAND, 1315 LAKESIDE DR, ROMEOVILLE, IL 60446. PRINCIPLE CONSTRUCTION CORP, INTERLAND TRANSPORTATION, PARTNERS IN DESIGN ARCHITECTS ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AND UMBRELLA LIABILITY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORM(S) ATTACHED.

CERTIFICATE HOLDER
CANCELLATION

PRINCIPLE CONSTRUCTION CORP, C/O DSP
 INSURANCE SERVICES
 1900 E GOLF RD, SUITE 650
 SCHAUMBURG IL 60173

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Illinois, LLC 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: Kathy Waslewski PHONE (A/C, No, Ext): 630-908-5058 FAX (A/C, No): 630-908-4710 E-MAIL ADDRESS: kwas@mctrinka.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Cincinnati Insurance Company	
INSURER B: The Cincinnati Indemnity Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1031951141 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ENP 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 2020-09
 Primary/Non-Contributory Additional Insureds for General Liability and Umbrella Liability: Principle Construction Corp., JEC Ventures, LLC, MLCV Investments, LLC and Harris Architects. Waiver of Subrogation on General Liability Umbrella Liability and Workers Compensation applies in favor of the Additional Insureds. Endorsement form(s) attached.

CERTIFICATE HOLDER

CANCELLATION

Principle Construction Corp. c/o DSP Certificate Tracking
 1900 E. Golf Rd, Suite 650
 Schaumburg IL 60173

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Illinois, LLC 1811 High Grove, Suite 139 Naperville IL 60540-9100		CONTACT NAME: Certificate Team PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-355-7996 E-MAIL ADDRESS: COI@esserhayes.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Cincinnati Insurance Company	
		INSURER B: The Cincinnati Indemnity Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 517623282	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ENP 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Job #2020-05, Code #08360, Contract #3717 - Bridgepoint 355 Lombard.
 Primary/Non-Contributory Additional Insured(s) for General Liability, Auto Liability and Umbrella Liability: Principle Construction Corp.; Bridge Development Partners, LLC; BDP Development Services of Illinois, LLC; Harris Architects and Spaceco Inc. Waiver of Subrogation on General Liability, Auto Liability, Umbrella Liability and Workers Compensation applies in favor of the Additional Insured's. Umbrella limit extends over the General Liability, Auto Liability and Workers Comp primary limits. Coverage is excluded under the Workers Compensation for Tony Zarlengo (VP) and Mike Richert (Pres.). Endorsement forms attached.

CERTIFICATE HOLDER

Principle Construction Corp., c/o DSP Certificate Tracking
 1900 E Golf Rd, Suite 650
 Schaumburg IL 60173

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Illinois, LLC 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: Certificate Team PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-355-7996 E-MAIL ADDRESS: COI@esserhayes.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Cincinnati Insurance Company	
INSURER B: The Cincinnati Indemnity Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 1707263560	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ENP 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Job #2020-05, Code #08360, Contract #3717 - Bridgepoint 355 Lombard.
 Primary/Non-Contributory Additional Insured(s) for General Liability, Auto Liability and additional insured's for Umbrella Liability: Principle Construction Corp.; Bridge Development Partners, LLC; BDP Development Services of Illinois, LLC; Harris Architects and Spaceco Inc.
 Waiver of Subrogation on General Liability, Auto Liability, Umbrella Liability and Workers Compensation applies in favor of the Additional Insured's.
 Endorsement forms attached.

CERTIFICATE HOLDER

Principle Construction Corp. 9450 W. Bryn Mawr Ave. Suite 765 Rosemont, IL 60018	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Illinois, LLC 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: Kathy Waslewski PHONE (A/C, No. Ext): 630-908-5058 FAX (A/C, No): 630-908-4710 E-MAIL ADDRESS: kwas@mctrinka.com														
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : The Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company	10677	INSURER B : The Cincinnati Indemnity Company	23280	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Cincinnati Insurance Company	10677														
INSURER B : The Cincinnati Indemnity Company	23280														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 381747787**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ENP 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Job #2020-09, Code #08360, tenant improvements for JEC Ventures, LLC, 456 S. Dartmoor Dr., Crystal Lake, IL.
 Primary/Non-Contributory Additional Insureds for General Liability, Auto Liability and Umbrella Liability: Principle Construction Corp. (General Contractor), JEC Ventures, LLC (Owner) MLCV Investments, LLC (Owners) and Harris Architects (Architect)
 Waiver of Subrogation on General Liability, Auto Liability, Umbrella Liability and Workers Compensation applies in favor of the Additional Insureds.
 Endorsement form(s) attached.

CERTIFICATE HOLDER**CANCELLATION**

Principle Construction Corp.
 9450 W. Bryn Mawr Ave.
 Suite 765
 Rosemont, IL 60018

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Illinois, LLC 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: Kathy Waslewski PHONE (A/C No. Ext): 630-908-5058 FAX (A/C No): 630-908-4710 E-MAIL ADDRESS: kwas@mctrinka.com														
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : The Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company	10677	INSURER B : The Cincinnati Indemnity Company	23280	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Cincinnati Insurance Company	10677														
INSURER B : The Cincinnati Indemnity Company	23280														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 1031951141

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR </div> <div style="margin-left: 20px;"> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: </div>	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY </div>			ENP 0314304	3/13/2020	3/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <div style="margin-left: 20px;"> <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A </div>	Y	Y	ENP 0314304	3/13/2020	3/13/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	EWC 0314305	3/13/2020	3/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2020	3/13/2021	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 2020-09

Primary/Non-Contributory Additional Insureds for General Liability and Umbrella Liability: Principle Construction Corp., JEC Ventures, LLC, MLCV Investments, LLC and Harris Architects. Waiver of Subrogation on General Liability Umbrella Liability and Workers Compensation applies in favor of the Additional Insureds. Endorsement form(s) attached.

CERTIFICATE HOLDER**CANCELLATION**

Principle Construction Corp. c/o DSP Certificate Tracking 1900 E. Golf Rd, Suite 650 Schaumburg IL 60173	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
--	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No. Ext): 630-355-2077 FAX (A/C, No): 630-355-7996 E-MAIL ADDRESS: coi@esserhayes.com
INSURER(S) AFFORDING COVERAGE	
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475	INSURER A: Cincinnati Insurance Company INSURER B: The Cincinnati Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:
MIDWE11	NAIC #
	10677
	23280

COVERAGES**CERTIFICATE NUMBER:** 407937432**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY		Y	Y	ENP 0314304	3/13/2019	3/13/2020	EACH OCCURRENCE	\$ 1,000,000
			CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
									MED EXP (Any one person)	\$ 10,000
									PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
			POLICY X PRO-JECT						PRODUCTS - COMP/OP AGG	\$ 2,000,000
			LOC							\$
		OTHER:								
A		AUTOMOBILE LIABILITY		Y	Y	EBA 0314304	3/13/2019	3/13/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
			ANY AUTO						BODILY INJURY (Per person)	\$
			ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	X		HIRED AUTOS	X					PROPERTY DAMAGE (Per accident)	\$
										\$
A	X	UMBRELLA LIAB X OCCUR		Y	Y	ENP 0314304	3/13/2019	3/13/2020	EACH OCCURRENCE	\$ 6,000,000
		EXCESS LIAB							AGGREGATE	\$ 6,000,000
										\$
		DED X	RETENTION \$ N/A							
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	Y	EWC 0314305	3/13/2019	3/13/2020	X PER STATUTE	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
									E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A		Leased/Rented Equipment Special Form, ACV				ENP 0314304	3/13/2019	3/13/2020	Limit: \$25,000	Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

JOB: #2019-26 IDI PROJECT TRACEY, 23700 W BLUFF ROAD, CHANNAHON, IL.
 PRINCIPLE CONSTRUCTION CORP (GENERAL CONTRACTOR); IDIG CHANNAHON A, LLC (OWNER); IDI LOGISTICS (OWNER); SPARKS (ARCHITECT) ARE LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY ON A PRIMARY & NON-CONTRIBUTORY BASIS AND UMBRELLA LIABILITY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS INCLUDED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION AND UMBRELLA LIABILITY IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL INSUREDS AS REQUIRED BY CONTRACT. COVERAGE IS EXCLUDED UNDER THE WORKERS COMPENSATION FOR TONY ZARLENGO (VP) AND MIKE RICHERT (PRES). ENDORSEMENT FORMS ATTACHED.

CERTIFICATE HOLDER**CANCELLATION**

PRINCIPLE CONSTRUCTION CORP, C/O DSP
 CERTIFICATE TRACKING
 1900 E GOLF RD, SUITE 650
 SCHAUMBURG IL 60173

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/13/2020

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PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME: PHONE (A/C, No, Ext): 630-355-2077 FAX (A/C, No): 630-355-7996 E-MAIL ADDRESS: coi@esserhayes.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Cincinnati Insurance Company	
INSURER B: The Cincinnati Indemnity Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1208283729 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2019	3/13/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2019	3/13/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ N/A	Y	Y	ENP 0314304	3/13/2019	3/13/2020	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2019	3/13/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment Special Form, ACV			ENP 0314304	3/13/2019	3/13/2020	Limit: \$25,000 Deductible: \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

JOB: #2019-26 IDI PROJECT TRACEY, 23700 W BLUFF ROAD, CHANNAHON, IL.
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CERTIFICATE HOLDER PRINCIPLE CONSTRUCTION CORP, C/O DSP CERTIFICATE TRACKING 1900 E GOLF RD, SUITE 650 SCHAUMBURG IL 60173	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

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2/13/2020

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PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100		CONTACT NAME: PHONE (A/C No. Ext): 630-355-2077 FAX (A/C No): 630-355-7996 E-MAIL ADDRESS: coi@esserhayes.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Cincinnati Insurance Company	10677
INSURED Midwest Dock Solutions 27 East 36th Place Steger IL 60475		INSURER B: The Cincinnati Indemnity Company	23280
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1208283729

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENP 0314304	3/13/2019	3/13/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	EBA 0314304	3/13/2019	3/13/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 0314305	3/13/2019	3/13/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
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CERTIFICATE HOLDER

CANCELLATION

PRINCIPLE CONSTRUCTION CORP, C/O DSP CERTIFICATE TRACKING 1900 E GOLF RD, SUITE 650 SCHAMBURG IL 60173	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 53

DocuSign Envelope ID: 39F6BC3F-DA15-4CF6-B83C-F60101208E6A

Attention: Ira Sugar
 Phone: 708-367-0801
 EMAIL: ira@midwestdocksolutions.com

Job #: 2021-26
 Code #: 08630

STANDARD FORM OF SUBCONTRACT AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

Principle Construction Corp.
 9450 W. Bryn Mawr Ave.
 Suite 120
 Rosemont, IL 60018
 847-615-1515 (phone); 847-615-1598 (FAX)

This Subcontract agreement made as of this day 25th of January, 2021, by and between Principle Construction Corp., hereinafter called "Contractor" and Midwest Dock Solutions, 27 E. 36th Place, Steger, IL, 60475, hereinafter called "Subcontractor". Whereas the Contractor has entered into a contract dated 11/30/2021, with, General RV Sales, LLC 25000 Assembly Park Dr. Wixom, MI 48393, hereinafter called "Owner", which provides for the furnishing of labor, materials, equipment and services in connection with the construction of General RV - Showroom TJ, 14000 Automall Dr. Huntley, IL 60142 hereinafter called "Project". The Project is pursuant to plans, drawings and specifications prepared by Cornerstone Architects, which consist of the invitation to bidders, the instruction to bidders, the proposal, the contract, the plans, drawings and specifications, the general conditions, the bond, if any, and any addenda or amendments are hereinafter collectively referred to as the "General Contract". Of which, copies are available to and have been carefully examined by the Subcontractor pertinent to his work.

A. SERVICES & ACKNOWLEDGEMENTS PROVIDED BY THE SUBCONTRACTOR

1. To furnish and install all design, labor, material, skill, equipment and appurtenances necessary or required to complete all **Overhead Doors** work on a design/build basis. The contract includes but is not limited to the following additional items as listed in Riders "A", "B" and "C".
2. To pay for all materials, skills, labor and equipment used in or in connection with the performance of this Subcontract, when bills or claims become due. To save and protect the Project, the Owner and the Contractor from all claims and mechanic's liens on account thereof and to furnish satisfactory evidence to the Contractor, when and if required, that he has complied with the above requirements. This provision shall not be construed as a waiver of the right of the Subcontractor to file and enforce a lien claim against the Owner in the event of the Contractor's failure to pay the Subcontractor.
3. To begin work of this Subcontract as soon as the Project is ready for such work or within five (5) calendar days after being notified in writing by the Contractor. **All work herein is to be complete by 7/1/2022 or as per project requirements. Project completion is 7/31/2022 and timing is of the essence. Contact the project manager, Matt Cotherman at 224-880-5532 for specific scheduling requirements.**
4. To proceed with the work in an orderly and reasonable sequence directed by the Contractor and to abide by the Contractor's decision as to the allotment of all storage and working space on the Project.
5. The Contractor without the Contractor's written consent shall recognize no extension of time for performance of this Subcontract. If however, Subcontractor is delayed in the performance or completion of the Subcontract work for reasons beyond his control, time for the performance or completion of said work shall be extended accordingly. Provided however, the cause of the delay is of a type set forth in the Contract, which justifies an extension of time for completion of the General Contract.
6. To hold harmless the Contractor and all other Subcontractors from any and all losses or damage (including without limiting the generality of the foregoing, legal fees and disbursements paid or incurred by the Contractor to enforce the provisions of this paragraph) occasioned by the failure of the Subcontractor to carry out the provisions of this Subcontract unless such failure results from causes beyond the control of the Subcontractor.
7. **To obtain, maintain and pay for such insurance as may be required by the General Contract, Rider A attached hereto or by law. To furnish the Contractor satisfactory evidence that Subcontractor has complied with this paragraph.**
8. To accept responsibility for all damage caused by the Subcontractor. To clean all surfaces soiled by the Subcontractor and to protect the work by the Subcontractor. It being understood that the standards of protection shall not be less than those specified in the General Contract or required by law and to be responsible for any defective or improper work or material caused by its failure to do so. If any dispute arises between the Subcontractor and another subcontractor as to which is responsible for any item of damage, the dispute shall be submitted to the Contractor for decision and determination as to responsibility.
9. The Subcontractor, its agents, employees, materialmen and subcontractors will perform all work on the project in a safe and responsible manner. In particular, Subcontractor shall, at its own expense, conform to the safety policies and regulations established by the Contractor. Subcontractor shall comply with all specific safety requirements promulgated by any government authority, including without limitation, the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969 and all standards and regulations which have been or shall be promulgated by the parties or agencies, which administer the Acts. Subcontractor shall comply with said requirements, standards and regulations, require, and be directly responsible for compliance therewith on the part of its said agents, employees, materialmen and subcontractors. Subcontractor shall directly receive, respond to, defend



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- and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its failure on the part of its agents, employees, materialmen or subcontractors to so comply. The Subcontractor shall report to the Contractor within 24 hours any injury to an employee or agent of which occurred at the job site. A written copy of the first notice of injury form shall be delivered to the Contractor within three (3) days of the event.
10. If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the job site by the Subcontractor, its agents, employees or materialmen, the Subcontractor shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with such laws by the Contractor, other subcontractors and other employers on the site.
 11. Not to assign or sub-let this Subcontract or any part thereof and not to assign any money due or to become due hereunder without first obtaining the written consent of the Contractor.
 12. To be bound to the Contractor by the terms of the General Contract. To conform to and to comply with the provisions of the General Contract. To furnish such shop drawings or samples as may be required. To assume toward the Contractor all the obligations and responsibilities that the Contractor assumes in and by the General Contract toward the Owner, insofar, as they are applicable to this Subcontract. Where any provision of the General Contract Documents between the Owner and Contractor is inconsistent with any provisions of this Agreement, this Subcontract shall govern.
 13. To employ no person whose employment on or in connection with this Subcontract that may be objectionable to the Contractor and to remove any such person when objected to by the Contractor; all upon reasonable grounds.
 14. The Contractor or his authorized agent shall have the right to order, in writing, the omission or addition of any parts of the work or materials as omitted from or added to the General Contract by the Architect and/or Owner. That fair adjustment shall be made in the Contract price for such omitted or added work or materials. That no extra work shall be allowed or changes made by the Subcontractor or paid for by the Contractor unless and until authorized by the Contractor or his agent in writing before the work and/or changes are begun.
 15. To obtain and furnish to the Contractor and maintain in effect during the life of this Subcontract, if requested to do so, in the space provided below a surety bond. The Surety bond shall be in form and with sureties acceptable to the Contractor and in an amount equal to the Subcontract price, conditioned upon and covering the faithful performance of and compliance with all terms, provisions and conditions of this Subcontract. The premium therefore, to be paid is included in this Subcontract amount; Bond requested ☐ Bond not requested ☐ (Check one). Unless the General Conditions require it, nothing herein shall give the contractor the right to designate that the Bond be executed by a specific surety or procured from a specific agent.
 16. To guarantee the Subcontractor to the same extent that the Contractor is obligated to guarantee its work under the General Contract. But in any event to guarantee its work against all defects in material or workmanship for a period of one (1) year from the date of acceptance of the Project or a portion thereof by the Owner.
 17. That in case the Subcontractor shall fail to perform, repeatedly fail or neglect to carry out the work, correct, replace and/or re-execute faulty or defective work done and/or materials furnished under this Subcontract, when and if required by the Contractor or shall fail to complete or diligently proceed with this Subcontract within the time herein provided for, the Contractor upon three (3) days' notice, in writing to the Subcontractor, shall have the right to cancel this Subcontract and correct, replace and/or re-execute such faulty or defective work or to take over this Subcontract and complete same either through its own employees or through a contractor or subcontractor of its choice and to charge the cost thereof to the Subcontractor, together with any liquidated damages caused by a delay in the performance of this Subcontract.
 18. That in case of default on the part of the Subcontractor under the terms of this Subcontract, the material and equipment of the Subcontractor shall be left on the job for the use of the Contractor in completing the work covered under this Subcontract.
 19. To comply with all Federal and State laws, codes and regulations and all municipal ordinances and regulations effective where the work under this Subcontract is to be performed and to pay all costs and expenses connected with such compliance. To pay all fees and taxes, including sales and use taxes and also pay all taxes imposed by any State or Federal law for any employment insurance, pensions, old age retirement funds or any similar purpose and to furnish all necessary reports and information to the appropriate federal, state and municipal agencies with respect to all of the foregoing the same as though the Subcontractor was in fact the Contractor. To hold the Contractor, each other Subcontractor and the Owner harmless from any and all losses or damage occasioned by the failure of the Subcontractor to comply with the terms of this paragraph.
 20. To pay all royalties and license fees; to defend all suits or claims for infringement of any patent rights involved in the work of the Subcontractor under this Subcontract. To save the Contractor and other subcontractors harmless from loss, cost or expense on account of such use or infringement by the Subcontractor.
 21. If any part of the Subcontractor's work depends for proper execution or results upon the work of the Contractor, any other subcontractor or any other separate Contractor on the Project, the Subcontractor shall inspect and promptly report to the Contractor any apparent discrepancies or defects in such work that renders it unsuitable for such proper execution and results. Failure of the Subcontractor to so inspect and report shall constitute an acceptance of the work of the Contractor, other subcontractors or other separate contractors as fit and proper to receive his work.

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22. Upon seven days' written notice to Subcontractor, Contractor, without cause and without prejudice to any other right or remedy of contractor, may terminate this Subcontract. In such case, Contractor shall pay Subcontractor for (a) completed and acceptable work, (b) other expenses sustained prior the effective date of termination, (c) performing services and furnishing labor, materials and equipment as required by the Contract Documents for uncompleted work and (d) reasonable expenses directly attributable to termination. Subcontractor shall be paid overhead and profit only on completed and acceptable work and expenses sustained for uncompleted work required by the Contract Documents in the amount not to exceed 10% of the subcontract amount. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

B. SERVICES & ACKNOWLEDGEMENTS PROVIDED BY THE CONTRACTOR

1. To employ and does hereby employ the Subcontractor to do work described in paragraph A.1 hereof, subject to the provisions of this Subcontract.
2. To pay the Subcontractor for the full, prompt and faithful performance of this Subcontract, subject to all the terms and conditions hereof, the sum of **one hundred five thousand nine hundred nineteen dollars and 00/100 (\$105,919.00)**.
3. To include in Contractor's monthly estimate to Owner, the value of all work, labor and materials of the Subcontractor properly incorporated into the Project. All in accordance with the provisions of this Subcontract for which estimates have been furnished by the Subcontractor and approved by the contractor. Upon learning that the amount certified due for the Subcontractor is different from the amount requested by the Subcontractor, Contractor shall immediately advise the Subcontractor and furnish such information as the Contractor may have for the difference. So long as the Subcontractor is not in default hereunder, Contractor shall pay the Subcontractor within seven (7) days upon receipt thereof from the Owner, the amount received by the Contractor on account of the Subcontractor's work to the extent of the Subcontractor's interest therein. That if allowed by the General Contract, payment shall be made on account of inventory, materials or equipment not incorporated in the Project but delivered and suitably stored at the site or at some other location agreed upon in writing. Such payments shall be made in accordance with the terms and conditions of the Contract Documents.
4. Final payment including all retention becomes due and payable within thirty (30) days after Architect's certification of final payment. At all times the Subcontractor shall be paid to the extent that the Contractor has been paid on the Subcontractor's account.
5. If arbitration of disputes is provided for in the General Contract, any dispute arising between the Contractor and the Subcontractor under this Subcontract, including the breach thereof, shall be settled by arbitration in the manner provided for in the General Contract.
6. If notification of any claims have been made against the Subcontractor or the Contractor arising out of labor or materials furnished for the project or otherwise on account of any actions or failures to act by the Subcontractor in the performance of this Subcontract, the Contractor may, at his discretion, withhold from such amount otherwise due or to become due hereunder a sum adequate to cover said claims and any costs or expenses arising or to arise in connection therewith pending legal settlement thereof. This right of the Contractor shall not be exclusive of any other rights of the Contractor herein or by law provided.
7. The failure of the Contractor to make payments as and when herein provided shall, in addition to all other rights, entitle the Subcontractor to suspend all work and shipments during the continuance of such default on the part of the Contractor and shall further entitle the Subcontractor to an extension of time for the performance of the work covered by this Subcontract.
8. Except in an emergency or to enforce safety requirements, contractor shall not to issue or give instructions, orders or directions to any employee or workman of the Subcontractor other than persons Subcontractor has designated as the persons at the work site having supervisory responsibility for the Subcontracted work.
9. This Subcontract, together with Rider's A, B and C, attached hereto and made a part hereof, constitutes the entire understanding of the parties and supersedes any prior proposals or agreements.

C. PAYMENT TERMS AND INSURANCE CERTIFICATES

1. Ten percent (10%) retainage until the Owner contract items are completed.
2. Payment request and invoice by the 25th of each month utilizing AIA form G702 & G703.
3. Lien waivers by the 10th of the following month corresponding to approved invoice amounts. Waiver requests will be sent.
4. Payment will be made within 5 days of Contractor receipt of payment from Owner.

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This Subcontract entered into and agreed as of the day and year written above.

SUBCONTRACTOR
Midwest Dock Solutions

DocuSigned by:
By Ira Sugar
Name: 5CBC859CFF3F435...
Title:

Date: 1/25/2022

CONTRACTOR
Principle Construction Corp.

DocuSigned by:
By Matt Cotheman
Matthew Cotheman
589C3FC572324DC...
Sr. Project Manager
Darrin's Review: Darrin Dehmlow
Darrin Dehmlow
7B44E

Date: 1/26/2022

DocuSign Envelope ID: 39F6BC3F-DA15-4CF6-B83C-F60101208E6A

Attention: Ira Sugar
 Phone: 708-367-0801
 Fax: ira@midwestdocksolutions.com

Job #: 2021-26
 Code #: 08630

RIDER "A"

SUBCONTRACTOR'S SAFETY, INDEMNITY, AND INSURANCE REQUIREMENTS to:
STANDARD FORM OF SUBCONTRACT AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

Principle Construction Corp.
 9450 W. Bryn Mawr Ave., Suite 120
 Rosemont, IL 60018
 847-615-1515 (phone); 847-615-1598 (FAX)

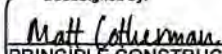
1. **INDEMNIFICATION** – To the fullest extent permitted by law, the subcontractor shall indemnify, defend and hold harmless Principle Construction Corp., the Owner, Architect and others required in the contract documents, and their agents, invitees and other employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from Subcontractor's performance of its work under the Contract Documents. This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts, however, the Subcontractor shall not be required to indemnify Principle Construction Corp. against the consequences of Principle Construction Corp.'s own negligence.
2. **INSURANCE** – The Subcontractor shall maintain during the progress of the Work, and if required to return during the warranty period, insurance with the minimum limits and coverages as shown below or, if higher, the requirements set forth in the contract documents:
 - (A) **WORKER'S COMPENSATION** including Occupational Disease insurance meeting the statutory requirements of the State in which work is to be performed together with a Broad Form All States Endorsement and containing Employer's Liability insurance in an amount of at least \$500,000. All proprietors, partners, executive officers and members must be included for coverage. Waiver of Subrogation required in favor of Principle Construction Corp. and others if required in the Contract Documents.
 - (B) **COMMERCIAL GENERAL LIABILITY** insurance providing limits of \$1,000,000 each occurrence, and \$2,000,000 aggregate. The policy must include Principle Construction Corp., the Owner, the Architect and others if required in the Contract Documents as **ADDITIONAL INSUREDS** using Form CG2010 10/01 and CG2037 10/1 or an equivalent through statue of repose on a primary and non-contributory basis and must provide Premise-Operations, Elevators, Independent Contractors, Broad Form Property Damage, Contractual Liability, Products & Completed Operations coverage (which shall be maintained in force through statue of repose after substantial completion of the project or for such longer period of time as is described in the Contract Documents), XCU Exclusions must be deleted when applicable to operations performed by the subcontractor. Per Project Aggregate must apply. Waiver of Subrogation required in favor of Principle Construction Corp. and others if required in the Contract Documents. The policy must not include modifications or endorsements to ISO CG0001 that exclude or limit the extent of contractual coverage, coverage for injuries to subcontractors' employees or the scope of the coverage for liability arising from damage to the named insured's work or for any other type of operations or work being performed under the subcontract.
 - (C) **COMPREHENSIVE AUTOMOTIVE LIABILITY** on an occurrence basis covering all Owned, Non-Owned and Hired Vehicles providing a limit of liability of \$1,000,000 per occurrence. The policy must include Principle Construction Corp., the Owner, the Architect and others if required in the Contract Documents as **ADDITIONAL INSUREDS** on a primary and non-contributory basis. Waiver of Subrogation required in favor of Principle Construction Corp. and others if required in the Contract Documents.
 - (D) A certificate of insurance on an approved form must be delivered to Principle Construction Corp. If coverage outlined in the certificate is altered, cancelled or allowed to expire the subcontractor must give thirty (30) days written notice by registered mail to Principle Construction Corp.
 - (E) **PROPERTY INSURANCE.** It is agreed that the Subcontractor shall purchase and maintain property insurance for material and equipment used and left at the jobsite. Waiver of Subrogation: Subcontractor waives all rights of subrogation against Contractor and Owner for loss of, or damage to, Subcontractor's work, tools, machinery, equipment, materials or supplies.
 - (F) Equivalent insurance coverage must be obtained from each of your subcontractors or suppliers, if any, before permitting them on the site of the project. Otherwise, their protection must be included within your insurance policies.

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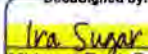
- (G) UMBRELLA LIABILITY on an "Occurrence" basis with the same Additional Insureds as General Liability policy. Policy should provide limits of \$1,000,000 per Occurrence and \$1,000,000 Aggregate. The policy must include Principle Construction Corp., the Owner, the Architect and others if required in the Contract Documents as ADDITIONAL INSURED on a primary and non-contributory basis. Waiver of Subrogation required in favor of Principle Construction Corp. and others if required in the Contract Documents.
- (H) PROFESSIONAL LIABILITY insurance providing limits of \$1,000,000 per Occurrence and \$1,000,000 Aggregate. Insurance is to be provided if Subcontractor has any design responsibility as part of its work to cover liability for errors and omissions that may arise as a result of acts or omissions, negligent or otherwise, of Subcontractor's employees or Subcontractors who perform such design work. No greater than a \$50,000 deductible shall be permitted. Professional liability insurance shall be maintained for a period of two years after the completion of the project.
- (I) POLLUTION LIABILITY insurance providing limits of \$1,000,000 per Occurrence and \$1,000,000 Aggregate. Insurance is to be provided if Subcontractor handles any hazardous waste as part of its work.
- (J) Insurance Company. The required insurance policies shall be issued by an insurance company with an A.M. Best's rating of "A VI" or better.
- (K) It is understood and agreed that the insurance coverages and limits, required above, shall not limit the extent of the Subcontractor's responsibilities and liabilities specified within the Contract Documents or by law.
- (L) It is understood and agreed authorization is hereby granted to Principle Construction Corp. to withhold payments to the Subcontractor until a properly executed Certificate of Insurance providing insurance as required herein accompanied by a signed subcontract or purchase order are received by Principle Construction Corp.

3. **ADDITIONAL INSURED** – The following parties are to be listed as additional insureds on the certificate:

- | | |
|---------------------------------|--------------------|
| 1. Principle Construction Corp. | General Contractor |
| 2. General RV Sales, LLC | Owner |
| 3. Cornerstone Architects | Architect |

DocuSigned by:

 PRINCIPLE CONSTRUCTION CORP.

DATE 1/26/2022

DocuSigned by:

 Midwest Dock Solutions

DATE 1/25/2022

DocuSign Envelope ID: 39F6BC3F-DA15-4CF6-B83C-F60101208E6A

Job #: 2021-26
Code #: 08630

RIDER "B"

**Principle Construction Corp.
9450 W. Bryn Mawr Ave., Suite 120
Rosemont, IL 60018**

Midwest Dock Solutions, shall furnish and install all labor, material, skill, equipment and appurtenances necessary to complete the **Overhead Doors** work on a design/build basis in accordance with national, state and local codes and the following:

Furnish and Install

Fourteen (14) – 14x14 clopay Model 3200 R-9 insulated sectional door

Standard Finish

1 vision panel per door

½ hp jackshaft operator with 3 button wall controller and photo eye

Each door will have an exhaust port to match existing.

Installation will be Mid to Late June

It is understood that the drawings and specifications are documents which indicate the general scope of the project and as such, the drawings and specifications do not necessarily indicate or describe all work required for the full performance and completion of the work. Subcontractor is to furnish and install items required for the proper completion of his work without adjustment to the contract/subcontract price.

DocuSign Envelope ID: 39F6BC3F-DA15-4CF6-B83C-F60101208E6A

Job Name: General RV Showroom TI

**Rider C
Drawing List Exhibit**

1. Interior Renovation plan dated October 6, 2021, Cornerstone Architects
1. Interior Sketch, October 6, 2021, Cornerstone Architects
2. Outline spec email dated October 6, 2021

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Principle Construction Corp.
9450 West Bryn Mawr
Suite #120
Rosemont IL 60018

SUBCONTRACT CHANGE ORDER

CONTRACT# 202126-10
 ORDER DATE 05/26/2022
 CHANGE# 1

TO
Midwest Dock Solutions
P.O. Box 363
Steger IL 60475

PROJECT 202126 Code: 8360.000
General RV Addition & Showroom Remo
14000 Automall Drive
Huntley IL 60142

You are hereby directed to make the following changes to the subcontract(s) listed below

PLANS ATTACHED
SPECIFICATIONS ATTACHED

In accordance with Article A.14 of the original Subcontract between Principle Construction Corp. and subcontractor, the following changes shall be incorporated into the Subcontract:

Description of work	Amount
Increase in contract amount.	6,000.00
Added cost to expedite the new doors. Lead time was going to be late with initial door spec.	

Notes

Amount of Change

6,000.00

The original Contract Sum was-----	105,919.00
Net change by previous Change Orders-----	0.00
The Contract Sum prior to this Change Order-----	105,919.00
The Contract Sum will be changed by this Change Order-----	6,000.00
The new Contract Sum (including this Change Order)-----	111,919.00

5/26/2022
 Approved Date
 DocuSigned by:
 Contractor Victoria Dollenmaier

DE23P55C13544C8
 Principle Construction Corp.

5/26/2022
 Date
 DocuSigned by:
 Subcontractor Ira Sugar

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PRINCIPLE_0237

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Principle Construction Corp.
9450 West Bryn Mawr
Suite #120
Rosemont IL 60018

SUBCONTRACT CHANGE ORDER

CONTRACT# 202126-10
 ORDER DATE 10/03/2022
 CHANGE# 2

TO
Midwest Dock Solutions
P.O. Box 363
Steger IL 60475

PROJECT 202126 Code: 8360.000
General RV Addition & Showroom Removal
14000 Automall Drive
Huntley IL 60142

You are hereby directed to make the following changes to the subcontract(s) listed below

PLANS ATTACHED
SPECIFICATIONS ATTACHED

In accordance with Article A.14 of the original Subcontract between Principle Construction Corp. and subcontractor, the following changes shall be incorporated into the Subcontract:

Description of work	Amount
Increase in contract amount.	20,507.00
To remove the existing sectional door and replace with a coiling door for the paint booth.	
ADD \$20,507.00	

Notes

Amount of Change

20,507.00

The original Contract Sum was-----	105,919.00
Net change by previous Change Orders-----	6,000.00
The Contract Sum prior to this Change Order-----	111,919.00
The Contract Sum will be changed by this Change Order-----	20,507.00
The new Contract Sum (including this Change Order)-----	132,426.00

Approved Date 10/4/2022
 Contractor Victoria Dollenmaier
 DE23D68C1354C9

Principle Construction Corp.

Date 10/4/2022
 Subcontractor Ira Sugar
 5CBC659CFF3F435...

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Principle Construction Corp.
9450 West Bryn Mawr
Suite #120
Rosemont IL 60018

SUBCONTRACT CHANGE ORDER

CONTRACT# 202126-10
 ORDER DATE 12/15/2022
 CHANGE# 3

TO
Midwest Dock Solutions
P.O. Box 363
Steger IL 60475

PROJECT 202126 Code: 8360.000
General RV Addition & Showroom Removal
14000 Automall Drive
Huntley IL 60142

You are hereby directed to make the following changes to the subcontract(s) listed below

PLANS ATTACHED
SPECIFICATIONS ATTACHED

In accordance with Article A.14 of the original Subcontract between Principle Construction Corp. and subcontractor, the following changes shall be incorporated into the Subcontract:

Description of work	Amount
Increase in contract amount.	8,760.00

Notes

To furnish and install a security coil door for the new part department approximately 8' wide by 5'-6" in height.
 Sale taxes are included.
 ADD \$8,760.00

Amount of Change

8,760.00

The original Contract Sum was-----	105,919.00
Net change by previous Change Orders-----	26,507.00
The Contract Sum prior to this Change Order-----	132,426.00
The Contract Sum will be changed by this Change Order-----	8,760.00
The new Contract Sum (including this Change Order)-----	141,186.00

Approved Date 12/15/2022
 DocuSigned by:
 Contractor Victoria Dollenmaier

DE23D98C13541C9
 Principle Construction Corp.

Date 12/15/2022
 DocuSigned by:
 Subcontractor Ira Sugar

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PRINCIPLE_0239

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 54

DOCK 03/06/2017 10:44 AM

Form **1120S**Department of the Treasury
Internal Revenue Service**U.S. Income Tax Return for an S Corporation**Do not file this form unless the corporation has filed or is
attaching Form 2553 to elect to be an S corporation.Information about Form 1120S and its separate instructions is at www.irs.gov/form1120s.

OMB No. 1545-0123

2016

For calendar year 2016 or tax year beginning , ending

A S election effective date 07/11/14	TYPE OR PRINT	Name Dock & Door Install, Inc.	D Employer identification number [REDACTED]
B Business activity code number (see instructions) 238900		Number, street, and room or suite no. If a P.O. box, see instructions. 3211 Holeman Ave	E Date incorporated 07/11/2014
C Check if Sch. M-3 attached <input type="checkbox"/>		City or town, state or province, country, and ZIP or foreign postal code South Chicago Hts. IL 60411	F Total assets (see instructions) \$ [REDACTED]

G Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☒ No If "Yes," attach Form 2553 if not already filed**H** Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change (4) ☐ Amended return (5) ☐ S election termination or revocation**I** Enter the number of shareholders who were shareholders during any part of the tax year **1****Caution.** Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1a Gross receipts or sales	1a	443,905	
	b Returns and allowances	1b		
	c Balance. Subtract line 1b from line 1a			1c 443,905
	2 Cost of goods sold (attach Form 1125-A)			2 199,991
	3 Gross profit. Subtract line 2 from line 1c			3 243,914
	4 Net gain (loss) from Form 4797, line 17 (attach Form 4797)			4
Deductions (see instructions for limitations)	5 Other income (loss) (see instructions—attach statement)		See Stmt 1	5 71
	6 Total income (loss). Add lines 3 through 5			6 243,985
	7 Compensation of officers (see instructions—attach Form 1125-E)			7 50,577
	8 Salaries and wages (less employment credits)			8
	9 Repairs and maintenance			9 620
	10 Bad debts			10
	11 Rents			11
	12 Taxes and licenses			12 23,662
	13 Interest			13
	14 Depreciation not claimed on Form 1125-A or elsewhere on return (attach Form 4562)			14
	15 Depletion (Do not deduct oil and gas depletion.)			15
	16 Advertising			16
Tax and Payments	17 Pension, profit-sharing, etc., plans			17
	18 Employee benefit programs			18
	19 Other deductions (attach statement)		See Stmt 2	19 174,300
	20 Total deductions. Add lines 7 through 19			20 249,159
	21 Ordinary business income (loss). Subtract line 20 from line 6			21 -5,174
	22a Excess net passive income or LIFO recapture tax (see instructions)	22a		22c
	b Tax from Schedule D (Form 1120S)	22b		
	c Add lines 22a and 22b (see instructions for additional taxes)			
	23a 2016 estimated tax payments and 2015 overpayment credited to 2016	23a		23d
	b Tax deposited with Form 7004	23b		
	c Credit for federal tax paid on fuels (attach Form 4136)	23c		
d Add lines 23a through 23c			23d	
24 Estimated tax penalty (see instructions). Check if Form 2220 is attached <input type="checkbox"/>			24	
25 Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed			25	
26 Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid			26	
27 Enter amount from line 26 Credited to 2017 estimated tax <input checked="" type="checkbox"/> Refunded <input type="checkbox"/>			27	

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

May the IRS discuss this return with the preparer shown below (see instructions)? ☒ Yes ☐ No

Sign Here	Signature of officer Anthony Brutti	Date	Title President
	Print/Type preparer's name Patrick W Gineris	Preparer's signature Patrick W Gineris	Date 03/06/17
	Firm's name Gineris & Associates, LTD.	Check <input type="checkbox"/> if self-employed	PTIN [REDACTED]
	Firm's address 2005 Hart St Dyer, IN 46311	Firm's EIN 219-864-4800	

For Paperwork Reduction Act Notice, see separate instructions.

Form **1120S** (2016)**PLAINTIFF'S
EXHIBIT****172**

DAA

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 55

Form 1120S Department of the Treasury Internal Revenue Service	U.S. Income Tax Return for an S Corporation ▶ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation. ▶ Go to www.irs.gov/Form1120S for instructions and the latest information.	OMB No. 1545-0123 <div style="font-size: 2em; font-weight: bold;">2017</div>
---	---	---

For calendar year 2017 or tax year beginning			, and ending		
A S election effective date <div style="border: 1px solid black; padding: 2px;">07/11/2014</div>	Name <div style="border: 1px solid black; padding: 2px;">Dock & Door Install, Inc.</div>	D Employer identification number <div style="border: 1px solid black; padding: 2px;">[REDACTED]</div>			
B Business activity code number (see instructions) <div style="border: 1px solid black; padding: 2px;">238900</div>	Number, street, and room or suite no. If a P.O. box, see instructions. <div style="border: 1px solid black; padding: 2px;">27 E. 36th Place</div>	E Date incorporated <div style="border: 1px solid black; padding: 2px;">07/11/2014</div>			
C Check if Sch. M-3 attached <input type="checkbox"/>	City or town, state or province, country, and ZIP or foreign postal code <div style="border: 1px solid black; padding: 2px;">Steger, IL 60475</div>	F Total assets (see instructions) <div style="border: 1px solid black; padding: 2px;">\$ [REDACTED]</div>			

G Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☒ No If "Yes," attach Form 2553 if not already filed
H Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change (4) ☐ Amended return (5) ☐ S election termination or revocation
I Enter the number of shareholders who were shareholders during any part of the tax year ▶ 1

Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1	a Gross receipts or sales <div style="border: 1px solid black; padding: 2px;">652,445.</div>	b	Return and allowances	c	Bal. Subtract line 1b from line 1a		1c	652,445.
	2	Cost of goods sold (attach Form 1125-A)			2			2	505,041.
	3	Gross profit. Subtract line 2 from line 1c			3			3	147,404.
	4	Net gain (loss) from Form 4797, line 17 (attach Form 4797)			4			4	
	5	Other income (loss) (attach statement)			5			5	
	6	Total income (loss). Add lines 3 through 5			6			6	147,404.
Deductions (See instructions for limitations)	7	Compensation of officers (see instrs. - attach Form 1125-E)				7		7	51,950.
	8	Salaries and wages (less employment credits)				8		8	
	9	Repairs and maintenance				9		9	802.
	10	Bad debts				10		10	
	11	Rents				11		11	34.
	12	Taxes and licenses <div style="border: 1px solid black; padding: 2px;">Statement 1</div>				12		12	33,256.
	13	Interest				13		13	
	14	Depreciation not claimed on Form 1125-A or elsewhere on return (attach Form 4562)				14		14	
	15	Depletion (Do not deduct oil and gas depletion.)				15		15	
	16	Advertising				16		16	1,132.
	17	Pension, profit-sharing, etc., plans				17		17	
	18	Employee benefit programs				18		18	
	19	Other deductions (attach statement) <div style="border: 1px solid black; padding: 2px;">Statement 2</div>				19		19	62,021.
	20	Total deductions. Add lines 7 through 19				20		20	149,195.
	21	Ordinary business income (loss). Subtract line 20 from line 6				21		21	-1,791.
Tax and Payments	22	a Excess net passive income or LIFO recapture tax (see instructions)	22a		22c		23d	PLAINTIFF'S EXHIBIT <div style="font-size: 2em; font-weight: bold;">175</div>	
	b Tax from Schedule D (Form 1120S)	22b							
	c Add lines 22a and 22b								
	23	a 2017 estimated tax payments and 2016 overpayment credited to 2017	23a						
	b Tax deposited with Form 7004	23b							
	c Credit for federal tax paid on fuels (attach Form 4136)	23c							
	d Add lines 23a through 23c								
	24	Estimated tax penalty (see instructions). Check if Form 2220 is attached <input type="checkbox"/>				24			
	25	Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed				25			
	26	Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid				26			
27	Enter amount from line 26 Credited to 2018 estimated tax ▶ Refunded ▶				27				

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.				
Sign Here	<div style="display: flex; justify-content: space-between;"> Signature of officer Date </div>	President	<div style="display: flex; justify-content: space-between;"> Title </div>	May the IRS discuss this return with the preparer shown below (see instr.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	PTIN
	Patrick Gineris	Patrick Gineris	02/12/18	
	Firm's name ▶ Gineris & Associates, Ltd.	Firm's EIN ▶ [REDACTED]	Firm's address ▶ 2005 Hart Street Dyer, IN 46311	Phone no. 219-864-4800

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 56

Form 1120S Department of the Treasury Internal Revenue Service	U.S. Income Tax Return for an S Corporation ▶ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation. ▶ Go to www.irs.gov/Form1120S for instructions and the latest information.	OMB No. 1545-0123 <div style="font-size: 2em; font-weight: bold;">2018</div>
For calendar year 2018 or tax year beginning _____, and ending _____		
A S election effective date 07/11/2014	Name Dock & Door Install, Inc.	D Employer identification number <div style="background-color: black; width: 100px; height: 1.2em;"></div>
B Business activity code number (see instructions) 238900	Number, street, and room or suite no. If a P.O. box, see instructions. 27 E. 36th Place	E Date incorporated 07/11/2014
C Check if Sch. M-3 attached <input type="checkbox"/>	City or town, state or province, country, and ZIP or foreign postal code Steger, IL 60475	F Total assets (see instructions) <div style="background-color: black; width: 100px; height: 1.2em;"></div>
G Is the corporation electing to be an S corporation beginning with this tax year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," attach Form 2553 if not already filed		
H Check if: (1) <input type="checkbox"/> Final return (2) <input type="checkbox"/> Name change (3) <input type="checkbox"/> Address change (4) <input type="checkbox"/> Amended return (5) <input type="checkbox"/> S election termination or revocation		
I Enter the number of shareholders who were shareholders during any part of the tax year ▶ 1		
Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.		
Income	1 a Gross receipts or sales 813,572. b Return and allowances _____ c Bal. Subtract line 1b from line 1a _____	1c 813,572.
2 Cost of goods sold (attach Form 1125-A)		2 651,337.
3 Gross profit. Subtract line 2 from line 1c		3 162,235.
4 Net gain (loss) from Form 4797, line 17 (attach Form 4797)		4
5 Other income (loss) (attach statement)	Statement 1	5 6.
6 Total income (loss). Add lines 3 through 5		6 162,241.
Deductions (See instructions for limitations)	7 Compensation of officers (see instrs. - attach Form 1125-E)	7 58,353.
	8 Salaries and wages (less employment credits)	8
	9 Repairs and maintenance	9 3,767.
	10 Bad debts	10
	11 Rents	11
	12 Taxes and licenses	12 36,216.
	13 Interest (see instructions)	13
	14 Depreciation not claimed on Form 1125-A or elsewhere on return (attach Form 4562)	14
	15 Depletion (Do not deduct oil and gas depletion.)	15
	16 Advertising	16 1,084.
	17 Pension, profit-sharing, etc., plans	17
	18 Employee benefit programs	18
	19 Other deductions (attach statement)	19 56,810.
	20 Total deductions. Add lines 7 through 19	20 156,230.
	21 Ordinary business income (loss). Subtract line 20 from line 6	21 6,011.
Tax and Payments	22 a Excess net passive income or LIFO recapture tax (see instructions) 22a _____	22c
	b Tax from Schedule D (Form 1120S) 22b _____	
	c Add lines 22a and 22b	22c
	23 a 2018 estimated tax payments and 2017 overpayment credited to 2018 23a _____	23e
	b Tax deposited with Form 7004 23b _____	
	c Credit for federal tax paid on fuels (attach Form 4136) 23c _____	
	d Refundable credit from Form 8827, line 8c 23d _____	
	e Add lines 23a through 23d	23e
	24 Estimated tax penalty (see instructions). Check if Form 2220 is attached <input type="checkbox"/>	24
	25 Amount owed. If line 23e is smaller than the total of lines 22c and 24, enter amount owed	25
	26 Overpayment. If line 23e is larger than the total of lines 22c and 24, enter amount overpaid	26
	27 Enter amount from line 26: Credited to 2019 estimated tax Refunded	27
Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.		
Sign Here	Signature of officer _____ Date _____	President _____ Title _____
May the IRS discuss this return with the preparer shown below (see instr.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Print/Type preparer's name Patrick Gineris	Preparer's signature Patrick Gineris	Date 02/07/19
Firm's name Gineris & Associates, Ltd.	Firm's EIN <div style="background-color: black; width: 100px; height: 1.2em;"></div>	PTIN <div style="background-color: black; width: 100px; height: 1.2em;"></div>
Firm's address 2005 Hart Street Dyer, IN 46311	Phone no. 219-864-4800	

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 57

Form 1120-S Department of the Treasury Internal Revenue Service	U.S. Income Tax Return for an S Corporation Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation. Go to www.irs.gov/Form1120S for instructions and the latest information.	OMB No. 1545-0123 <div style="font-size: 2em; font-weight: bold;">2019</div>
For calendar year 2019 or tax year beginning _____, ending _____		
A Selection effective date 07/11/2014	Name DOCK & DOOR INSTALL, INC.	D Employer identification number <div style="background-color: black; width: 100px; height: 1.2em;"></div>
B Business activity code number (see instructions) 238900	Number, street, and room or suite no. If a P.O. box, see instructions. 27 E. 36TH PLACE	E Date incorporated 07/11/2014
C Check if Sch. M-3 attached <input type="checkbox"/>	City or town, state or province, country, and ZIP or foreign postal code STEGER, IL 60475	F Total assets (see instructions) <div style="background-color: black; width: 100px; height: 1.2em;"></div>
G Is the corporation electing to be an S corporation beginning with this tax year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," attach Form 2553 if not already filed		
H Check if: (1) <input type="checkbox"/> Final return (2) <input type="checkbox"/> Name change (3) <input type="checkbox"/> Address change (4) <input type="checkbox"/> Amended return (5) <input type="checkbox"/> S election termination or revocation		
I Enter the number of shareholders who were shareholders during any part of the tax year 1		
J Check if corporation: (1) <input type="checkbox"/> Aggregated activities for section 465 at-risk purposes (2) <input type="checkbox"/> Grouped activities for section 469 passive activity purposes		
Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.		
Income	1 a Gross receipts or sales 826,099. b Return and allowances c Bal. Subtract line 1b from line 1a	1c 826,099.
2 Cost of goods sold (attach Form 1125-A)		2 327,511.
3 Gross profit. Subtract line 2 from line 1c		3 498,588.
4 Net gain (loss) from Form 4797, line 17 (attach Form 4797)		4
5 Other income (loss) (attach statement) STATEMENT 1		5 1.
6 Total income (loss). Add lines 3 through 5		6 498,589.
Deductions (See instructions for limitations)	7 Compensation of officers (see instrs. - attach Form 1125-E)	7 61,172.
8 Salaries and wages (less employment credits)		8
9 Repairs and maintenance		9 3,319.
10 Bad debts		10
11 Rents		11
12 Taxes and licenses STATEMENT 2		12 35,004.
13 Interest (see instructions)		13
14 Depreciation not claimed on Form 1125-A or elsewhere on return (attach Form 4562)		14
15 Depletion (Do not deduct oil and gas depletion.)		15
16 Advertising		16 890.
17 Pension, profit-sharing, etc., plans		17
18 Employee benefit programs		18
19 Other deductions (attach statement) STATEMENT 3		19 370,785.
20 Total deductions. Add lines 7 through 19		20 471,170.
21 Ordinary business income (loss). Subtract line 20 from line 6		21 27,419.
Tax and Payments	22 a Excess net passive income or LIFO recapture tax (see instructions) 22a b Tax from Schedule D (Form 1120-S) 22b c Add lines 22a and 22b 22c	22c
23 a 2019 estimated tax payments and 2018 overpayment credited to 2019 23a b Tax deposited with Form 7004 23b c Credit for federal tax paid on fuels (attach Form 4136) 23c d Reserved for future use 23d e Add lines 23a through 23d 23e		23e
24 Estimated tax penalty (see instructions). Check if Form 2220 is attached <input type="checkbox"/>		24
25 Amount owed. If line 23e is smaller than the total of lines 22c and 24, enter amount owed		25
26 Overpayment. If line 23e is larger than the total of lines 22c and 24, enter amount overpaid		26
27 Enter amount from line 26: Credited to 2020 estimated tax Refunded		27
Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.		
Sign Here	Signature of officer _____ Date _____ Title PRESIDENT	<div style="border: 2px solid black; padding: 5px; text-align: center;"> PLAINTIFF'S EXHIBIT <div style="font-size: 2em; font-weight: bold;">181</div> </div> <div style="border: 1px solid black; padding: 2px; font-size: 0.8em;"> May the IRS discuss this return with the preparer shown below? See instr. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </div>
Print/Type preparer's name PATRICK GINERIS	Preparer's signature PATRICK GINERIS	Date 03/23/20
Firm's name GINERIS & ASSOCIATES, LTD.	Firm's EIN <div style="background-color: black; width: 100px; height: 1.2em;"></div>	PTIN <div style="background-color: black; width: 100px; height: 1.2em;"></div>
Firm's address 2005 HART STREET DYER, IN 46311	Phone no. 219-864-4800	

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 58

Form 1120-S	U.S. Income Tax Return for an S Corporation Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation. Go to www.irs.gov/Form1120S for instructions and the latest information.	OMB No. 1545-0123 <div style="font-size: 2em; font-weight: bold;">2020</div>
Department of the Treasury Internal Revenue Service		
For calendar year 2020 or tax year beginning _____, ending _____		
A S election effective date 07/11/2014	Name DOCK & DOOR INSTALL, INC.	D Employer identification number <div style="background-color: black; width: 100px; height: 1.2em;"></div>
B Business activity code number (see instructions) 238900	Number, street, and room or suite no. If a P.O. box, see instructions. 27 E. 36TH PLACE	E Date incorporated 07/11/2014
C Check if Sch. M-3 attached <input type="checkbox"/>	City or town, state or province, country, and ZIP or foreign postal code STEGER, IL 60475	F Total assets (see instructions) \$ <div style="background-color: black; width: 100px; height: 1.2em;"></div>
G Is the corporation electing to be an S corporation beginning with this tax year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," attach Form 2553 if not already filed		
H Check if: (1) <input type="checkbox"/> Final return (2) <input type="checkbox"/> Name change (3) <input type="checkbox"/> Address change (4) <input type="checkbox"/> Amended return (5) <input type="checkbox"/> S election termination or revocation		
I Enter the number of shareholders who were shareholders during any part of the tax year 1		
J Check if corporation: (1) <input type="checkbox"/> Aggregated activities for section 465 at-risk purposes (2) <input type="checkbox"/> Grouped activities for section 469 passive activity purposes		
Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.		
Income	1 a Gross receipts or sales 966,443. b Return and allowances c Bal. Subtract line 1b from line 1a	1c 966,443.
	2 Cost of goods sold (attach Form 1125-A)	2 475,483.
	3 Gross profit. Subtract line 2 from line 1c	3 490,960.
	4 Net gain (loss) from Form 4797, line 17 (attach Form 4797)	4
	5 Other income (loss) (attach statement)	5
	6 Total income (loss). Add lines 3 through 5	6 490,960.
Deductions (See instructions for limitations)	7 Compensation of officers (see instrs. - attach Form 1125-E)	7 63,098.
	8 Salaries and wages (less employment credits)	8
	9 Repairs and maintenance	9 3,182.
	10 Bad debts	10
	11 Rents	11
	12 Taxes and licenses STATEMENT 1	12 50,733.
	13 Interest (see instructions)	13
	14 Depreciation not claimed on Form 1125-A or elsewhere on return (attach Form 4562)	14
	15 Depletion (Do not deduct oil and gas depletion.)	15
	16 Advertising	16 1,620.
	17 Pension, profit-sharing, etc., plans	17
	18 Employee benefit programs	18
	19 Other deductions (attach statement) STATEMENT 2	19 473,736.
	20 Total deductions. Add lines 7 through 19	20 592,369.
	21 Ordinary business income (loss). Subtract line 20 from line 6	21 -101,409.
Tax and Payments	22 a Excess net passive income or LIFO recapture tax (see instructions) 22a b Tax from Schedule D (Form 1120-S) 22b c Add lines 22a and 22b 22c	22c
	23 a 2020 estimated tax payments and 2019 overpayment credited to 2020 23a b Tax deposited with Form 7004 23b c Credit for federal tax paid on fuels (attach Form 4136) 23c d Reserved for future use 23d	23e
	24 Estimated tax penalty (see instructions). Check if Form 2220 is attached <input type="checkbox"/>	24
	25 Amount owed. If line 23e is smaller than the total of lines 22c and 24, enter amount owed	25
	26 Overpayment. If line 23e is larger than the total of lines 22c and 24, enter amount overpaid	26
	27 Enter amount from line 26: Credited to 2021 estimated tax Refunded	27
Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.		
Sign Here	Signature of officer _____ Date _____ Title PRESIDENT	May the IRS discuss this return with the preparer shown below? See instr. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Paid Preparer Use Only	Print/Type preparer's name KELLEN LEONE Preparer's signature KELLEN LEONE Date 04/19/21 Firm's name GINERIS & ASSOCIATES, LTD. Firm's address 2005 HART STREET DYER, IN 46311 Firm's EIN <div style="background-color: black; width: 100px; height: 1.2em;"></div> Phone no. 219-864-4800	PTIN <div style="background-color: black; width: 100px; height: 1.2em;"></div>

LHA For Paperwork Reduction Act Notice, see separate instructions.

011701 12-16-20

Form 1120-S (2020)

21230419 151105 DOCK

2020.03032 DOCK & DOOR INSTALL, INC. DOCK__1

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 59

Form **1120-S****U.S. Income Tax Return for an S Corporation**

OMB No. 1545-0123

Department of the Treasury
Internal Revenue Service

▶ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.
▶ Go to www.irs.gov/Form1120S for instructions and the latest information.

2021

For calendar year 2021 or tax year beginning _____, ending _____

A S election effective date 07/11/2014	Name DOCK & DOOR INSTALL, INC.	D Employer identification number [REDACTED]
B Business activity code number (see instructions) 238900	Number, street, and room or suite no. If a P.O. box, see instructions. 27 E. 36TH PLACE	E Date incorporated 07/11/2014
C Check if Sch. M-3 attached <input type="checkbox"/>	City or town, state or province, country, and ZIP or foreign postal code STEGER, IL 60475	F Total assets (see instructions) \$ [REDACTED]

G Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☒ No

H Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change (4) ☐ Amended return (5) ☐ S election termination

I Enter the number of shareholders who were shareholders during any part of the tax year **1**

J Check if corporation: (1) ☐ Aggregated activities for section 465 at-risk purposes (2) ☐ Grouped activities for section 469 passive activity purposes

Caution: Include **only** trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1 a Gross receipts or sales 935,652.	b Return and allowances	c Bal. Subtract line 1b from line 1a	1c	935,652.
	2 Cost of goods sold (attach Form 1125-A)			2	387,252.
	3 Gross profit. Subtract line 2 from line 1c			3	548,400.
	4 Net gain (loss) from Form 4797, line 17 (attach Form 4797)			4	
	5 Other income (loss) (attach statement)			5	
	6 Total income (loss). Add lines 3 through 5			6	548,400.
Deductions (See instructions for limitations)	7 Compensation of officers (see instrs. - attach Form 1125-E)			7	64,369.
	8 Salaries and wages (less employment credits)			8	
	9 Repairs and maintenance			9	4,818.
	10 Bad debts			10	
	11 Rents			11	
	12 Taxes and licenses STATEMENT 1			12	42,511.
	13 Interest (see instructions)			13	
	14 Depreciation not claimed on Form 1125-A or elsewhere on return (attach Form 4562)			14	
	15 Depletion (Do not deduct oil and gas depletion.)			15	
	16 Advertising			16	1,110.
	17 Pension, profit-sharing, etc., plans			17	
	18 Employee benefit programs			18	
	19 Other deductions (attach statement) STATEMENT 2			19	402,221.
	20 Total deductions. Add lines 7 through 19			20	515,029.
	21 Ordinary business income (loss). Subtract line 20 from line 6			21	33,371.
Tax and Payments	22 a Excess net passive income or LIFO recapture tax (see instructions)	22a		22c	
	b Tax from Schedule D (Form 1120-S)	22b			
	c Add lines 22a and 22b				
	23 a 2021 estimated tax payments and 2020 overpayment credited to 2021	23a		23d	
	b Tax deposited with Form 7004	23b			
	c Credit for federal tax paid on fuels (attach Form 4136)	23c			
	d Add lines 23a through 23c				
	24 Estimated tax penalty (see instructions). Check if Form 2220 is attached <input type="checkbox"/>			24	
	25 Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed			25	
	26 Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid			26	
27 Enter amount from line 26: Credited to 2022 estimated tax <input type="checkbox"/> Refunded <input type="checkbox"/>			27		

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer

Date

PRESIDENT

Title

May the IRS discuss this return with the preparer shown below? See instr.

☒ Yes ☐ No

Paid Preparer Use Only

Print/Type preparer's name

Preparer's signature

Date

PTIN

KELLEN LEONE**KELLEN LEONE****02/17/22**Check if self-employed ☐

Firm's name

GINERIS & ASSOCIATES, LTD.

Firm's EIN

Firm's address

**2005 HART STREET
DYER, IN 46311**

Phone no.

219-864-4800

LHA For Paperwork Reduction Act Notice, see separate instructions.

111701 12-23-21

Form **1120-S** (2021)

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 60

Form 1120-S Department of the Treasury Internal Revenue Service		U.S. Income Tax Return for an S Corporation Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation. Go to www.irs.gov/Form1120S for instructions and the latest information.			OMB No. 1545-0123 <div style="font-size: 2em; font-weight: bold;">2022</div>	
For calendar year 2022 or tax year beginning _____, ending _____						
A S election effective date <div style="border: 1px solid black; padding: 2px;">07/11/2014</div>		Name <div style="border: 1px solid black; padding: 2px;">DOCK & DOOR INSTALL, INC.</div>			D Employer identification number <div style="border: 1px solid black; padding: 2px;">[REDACTED]</div>	
B Business activity code number (see instructions) <div style="border: 1px solid black; padding: 2px;">238900</div>		Number, street, and room or suite no. If a P.O. box, see instructions. <div style="border: 1px solid black; padding: 2px;">27 E. 36TH PLACE</div>			E Date incorporated <div style="border: 1px solid black; padding: 2px;">07/11/2014</div>	
C Check if Sch. M-3 attached <input type="checkbox"/>		City or town, state or province, country, and ZIP or foreign postal code <div style="border: 1px solid black; padding: 2px;">STEEGER, IL 60475</div>			F Total assets (see instructions) <div style="border: 1px solid black; padding: 2px;">\$ [REDACTED]</div>	
G Is the corporation electing to be an S corporation beginning with this tax year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
H Check if: (1) <input type="checkbox"/> Final return (2) <input type="checkbox"/> Name change (3) <input type="checkbox"/> Address change (4) <input type="checkbox"/> Amended return (5) <input type="checkbox"/> S election termination						
I Enter the number of shareholders who were shareholders during any part of the tax year _____ 1						
J Check if corporation: (1) <input type="checkbox"/> Aggregated activities for section 465 at-risk purposes (2) <input type="checkbox"/> Grouped activities for section 469 passive activity purposes						
Caution: Include <u>only</u> trade or business income and expenses on lines 1a through 21. See the instructions for more information.						
Income	1 a Gross receipts or sales	1,595,662.	b Return and allowances		1c	1,595,662.
	2 Cost of goods sold (attach Form 1125-A)				2	759,416.
	3 Gross profit. Subtract line 2 from line 1c				3	836,246.
	4 Net gain (loss) from Form 4797, line 17 (attach Form 4797)				4	
	5 Other income (loss) (attach statement)				5	
	6 Total income (loss). Add lines 3 through 5				6	836,246.
Deductions (See instructions for limitations)	7 Compensation of officers (see instrs. - attach Form 1125-E)				7	71,594.
	8 Salaries and wages (less employment credits)				8	
	9 Repairs and maintenance				9	2,989.
	10 Bad debts				10	
	11 Rents				11	
	12 Taxes and licenses		STATEMENT 1		12	77,448.
	13 Interest (see instructions)				13	
	14 Depreciation from Form 4562 not claimed on Form 1125-A or elsewhere on return (attach Form 4562)				14	
	15 Depletion (Do not deduct oil and gas depletion.)				15	
	16 Advertising				16	2,000.
	17 Pension, profit-sharing, etc., plans				17	
	18 Employee benefit programs				18	
	19 Other deductions (attach statement)		STATEMENT 2		19	722,719.
	20 Total deductions. Add lines 7 through 19				20	876,750.
	21 Ordinary business income (loss). Subtract line 20 from line 6				21	-40,504.
Tax and Payments	22 a Excess net passive income or LIFO recapture tax (see instructions)	22a				
	b Tax from Schedule D (Form 1120-S)	22b				
	c Add lines 22a and 22b				22c	
	23 a 2022 estimated tax payments and 2021 overpayment credited to 2022	23a				
	b Tax deposited with Form 7004	23b				
	c Credit for federal tax paid on fuels (attach Form 4136)	23c				
	d Add lines 23a through 23c				23d	
	24 Estimated tax penalty (see instructions). Check if Form 2220 is attached <input type="checkbox"/>				24	
	25 Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed				25	
	26 Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid				26	
	27 Enter amount from line 26: Credited to 2023 estimated tax Refunded				27	

PLAINTIFF'S EXHIBIT

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Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer

PRESIDENT

Title

Date

Print/Type preparer's name	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	PTIN
KELLEN LEONE	KELLEN LEONE	02/12/23		[REDACTED]
Firm's name	GINERIS & ASSOCIATES, LTD.			Firm's EIN
Firm's address	2005 HART STREET DYER, IN 46311			Phone no.
				219-864-4800

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 61

Form **1120-S****U.S. Income Tax Return for an S Corporation**

OMB No. 1545-0123

Department of the Treasury
Internal Revenue ServiceDo not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.
Go to www.irs.gov/Form1120S for instructions and the latest information.**2023**

For calendar year 2023 or tax year beginning _____, ending _____

A S election effective date 07/11/2014	Name DOCK & DOOR INSTALL, INC.	D Employer identification number [REDACTED]
B Business activity code number (see instructions) 238900	Number, street, and room or suite no. If a P.O. box, see instructions. 27 E. 36TH PLACE	E Date incorporated 07/11/2014
C Check if Sch. M-3 attached <input type="checkbox"/>	City or town, state or province, country, and ZIP or foreign postal code STEGER, IL 60475	F Total assets (see instructions) \$ [REDACTED]

G Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☒ No

H Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change (4) ☐ Amended return (5) ☐ S election termination

I Enter the number of shareholders who were shareholders during any part of the tax year _____ **1**

J Check if corporation: (1) ☐ Aggregated activities for section 465 at-risk purposes (2) ☐ Grouped activities for section 469 passive activity purposes

Caution: Include only trade or business income and expenses on lines 1a through 22. See the instructions for more information.

Income	1 a Gross receipts or sales 1,633,467.	b Less return and allowances	c Balance	1c	1,633,467.
	2 Cost of goods sold (attach Form 1125-A)			2	695,369.
	3 Gross profit. Subtract line 2 from line 1c			3	938,098.
	4 Net gain (loss) from Form 4797, line 17 (attach Form 4797)			4	
	5 Other income (loss) (attach statement)			5	
	6 Total income (loss). Add lines 3 through 5			6	938,098.
Deductions (See instructions for limitations)	7 Compensation of officers (see instrs. - attach Form 1125-E)			7	71,032.
	8 Salaries and wages (less employment credits)			8	
	9 Repairs and maintenance			9	7,194.
	10 Bad debts			10	
	11 Rents			11	
	12 Taxes and licenses STATEMENT 1			12	71,861.
	13 Interest (see instructions)			13	
	14 Depreciation from Form 4562 not claimed on Form 1125-A or elsewhere on return (attach Form 4562)			14	
	15 Depletion (Do not deduct oil and gas depletion.)			15	
	16 Advertising			16	6,500.
	17 Pension, profit-sharing, etc., plans			17	
	18 Employee benefit programs			18	
19 Energy efficient commercial buildings deduction (attach Form 7205)			19		
20 Other deductions (attach statement) STATEMENT 2			20	769,503.	
21 Total deductions. Add lines 7 through 20			21	926,090.	
22 Ordinary business income (loss). Subtract line 21 from line 6			22	12,008.	
Tax and Payments	23 a Excess net passive income or LIFO recapture tax (see instructions)	23a		23c	
	b Tax from Schedule D (Form 1120-S)	23b			
	c Add lines 23a and 23b				
	24 a Current year's estimated tax payments and preceding year's overpayment credited to the current year	24a		24z	
	b Tax deposited with Form 7004	24b			
	c Credit for federal tax paid on fuels (attach Form 4136)	24c			
	d Elective payment election amount from Form 3800	24d			
	z Add lines 24a through 24d			24z	
	25 Estimated tax penalty (see instructions). Check if Form 2220 is attached <input type="checkbox"/>			25	
	26 Amount owed. If line 24z is smaller than the total of lines 23c and 25, enter amount owed			26	
	27 Overpayment. If line 24z is larger than the total of lines 23c and 25, enter amount overpaid			27	
	28 Enter amount from line 27: Credited to 2024 estimated tax Refunded			28	

**PLAINTIFF'S
EXHIBIT****193****Sign
Here**

Signature of officer

Date

PRESIDENT

Title

May the IRS discuss
this return with the
preparer shown
below? See instr.☒ Yes ☐ No

Paid Preparer Use Only	Print/Type preparer's name KELLEN LEONE	Preparer's signature KELLEN LEONE	Date 02/05/24	Check if self-employed <input type="checkbox"/>	PTIN [REDACTED]
	Firm's name GINERIS & ASSOCIATES, LTD.	Firm's EIN [REDACTED]		Phone no. 219-864-4800	
	Firm's address 2005 HART STREET DYER, IN 46311				

LHA For Paperwork Reduction Act Notice, see separate instructions.

1

311701 12-19-23

Form **1120-S** (2023)

15220205 151105 DOCK

2023.02040 DOCK & DOOR INSTALL, INC. DOCK 1

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 62

<p style="text-align: center;">Page 1</p> <p style="text-align: center;">UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION</p> <p>MID-AMERICA CARPENTERS REGIONAL) COUNCIL PENSION FUND; et al.,) Plaintiffs,) vs.) Case No. 1:24-cv-06428 DOCK & DOOR INSTALL, INC., an) Illinois corporation and MIDWEST) DOCK SOLUTIONS, INC., an Illinois) corporation,) Defendants.)</p> <p>The deposition of CALLIE MARIE STEPHENS, taken via Zoom before GINA M. CAUSLEY, C.S.R. of the State of Illinois, pursuant to Notice, pursuant to the Federal Rules of Civil Procedure for the United States District Courts pertaining to the taking of depositions on Tuesday, October 7th, 2025, commencing at 9:30 a.m.</p>	<p style="text-align: center;">Page 2</p> <p>1 APPEARANCES: 2 MCJESSY, CHING & THOMPSON, LLC 3 3759 North Ravenswood - Suite 231 Chicago, Illinois 60613 4 BY: MR. KEVIN P. MCJESSY, Appeared on behalf of the Plaintiffs; 5 6 ALLOCCO, MILLER & CAHILL, PC 20 North Wacker Drive - Suite 3517 Chicago, Illinois 60606 7 BY: MR. TODD MILLER, Appeared on behalf of the Defendant 8 Dock & Door Install, Inc.; 9 10 AMUNDSEN DAVIS, LLC 3815 East Main Street - Suite A-1 St. Charles, Illinois 60174 11 BY: MR. MICHAEL HUGHES, Appeared on behalf of the Defendant 12 Midwest Dock Solutions, Inc. 13 14 15 16 17 18 --- oOo --- 19 Reported for Certified Reporting Company 11 East Adams Street - Suite 1608 Chicago, Illinois 60603 20 (312) 922-1666 21 Reported by Gina M. Causley, C.S.R. 22 23 --- oOo --- 24</p>
<p style="text-align: center;">Page 3</p> <p>1 2 I N D E X 3 WITNESS: CALLIE MARIE STEPHENS 4 PAGE 5 EXAMINATION BY MR. MCJESSY.....4 6 7 8 E X H I B I T S 9 10 PLAINTIFFS' EXHIBIT 11 No. 106.....107 12 No. 107.....103 13 No. 167.....7 14 No. 170.....123 15 No. 191.....85 16 No. 192.....76 17 No. 193.....84 18 No. 203.....122 19 No. 205.....61 20 No. 206.....96 21 No. 211.....133 22 23 24</p>	<p style="text-align: center;">Page 4</p> <p>1 (WHEREUPON, the witness was first 2 duly sworn remotely.) 3 4 CALLIE MARIE STEPHENS, 5 called as a witness in behalf of the Plaintiffs 6 herein, having been first duly sworn remotely, was 7 examined and testified as follows: 8 9 EXAMINATION 10 11 BY MR. MCJESSY: 12 Q Hi. Can you please state your full name 13 for the record, first, middle and last and spell each? 14 A Callie Marie Stephens, C-a-l-l-i-e 15 M-a-r-i-e S-t-e-p-h-e-n-s. 16 Q All right. And have you ever been 17 deposed before? 18 A No. 19 Q Have you -- well, strike that. Let me go 20 through some ground rules to hopefully make things go 21 faster today and a little more smoothly. 22 First, you understand you're under 23 oath, correct? 24 A Yes.</p>

Page 5

1 Q And do you understand that even though
2 this is a deposition taking place by Zoom that oath
3 has the same force and effect as if you were
4 testifying in a court of law?

5 A Yes.

6 Q All right. And I'm going to ask you a
7 series of questions today and you'll give me hopefully
8 the best most truthful answers that you can.

9 If I ask a question and you don't
10 understand it, will you ask me to explain my question
11 or tell me that you don't understand it so I can
12 rephrase it?

13 A Yes.

14 Q All right. And with that understanding
15 then is it fair that I can presume if you answer a
16 question that I've asked that you understood my
17 question?

18 A Yes.

19 Q And we have a court reporter here today
20 taking down what everybody says, so it's important
21 that we not talk over each other. She'll just have a
22 hard time taking down what each of us is saying.

23 So sometimes even if you know what
24 my question's going to be and you want to start

Page 6

1 answering my question before I finish, please let me
2 finish asking my question before you start answering,
3 is that fair?

4 A Yes.

5 Q All right. And I'll try to return the
6 courtesy and not ask a new question while you're still
7 giving an answer.

8 Also, all of your responses need to
9 be verbal responses. Yeses and no's are fine, but if
10 you nod or shake your head or say, "Uh-huh" or
11 "Huh-uh," I'll prompt you is that a yes, is that a no
12 just so the record is clear, is that fair?

13 A Yes.

14 Q And, also, as we go along today, if you
15 need to take a break -- usually we take a break about
16 every hour, but if you need to take a break, let me
17 know and we can stop and we can do that.

18 Is there any reason today that you
19 cannot give truthful answers to my questions, for
20 example, are you taking any medications or suffering
21 from any conditions that would prevent you from being
22 able to understand my questions or give truthful
23 answers?

24 A No.

Page 7

1 Q Okay. Now, you are appearing here today
2 as the representative of Gineris & Associates,
3 G-i-n-e-r-i-s, correct?

4 A Yes.

5 Q And are you represented by counsel here
6 today?

7 A No.

8
9 (WHEREUPON, said document was
10 marked as Plaintiffs' Deposition
11 Exhibit No. 167, for
12 identification, as of 10/7/25, so
13 marked by Mr. McJESSY.)
14

15 BY MR. MCJESSY:

16 Q All right. I'm going to show you what I
17 have marked as Exhibit 167. Are you able to see that
18 document?

19 A Yes.

20 Q And that's the subpoena that was issued
21 to Gineris & Associates, correct?

22 A Yes.

23 Q And it asks Gineris & Associates to
24 produce the person most knowledgeable about certain

Page 8

1 topics, correct?

2 A Yes.

3 Q And those topics are set forth in the
4 rider attached here as -- to the subpoena and there's,
5 oh, 16 different topics that it asks Gineris to
6 produce a representative for, correct?

7 A Yes.

8 Q And have you had a chance to review the
9 subpoena in the past?

10 A Yes, about a year ago.

11 Q All right. And it also asks
12 Gineris & Associates to produce documents responsive
13 to 24 different categories, correct?

14 A Yes.

15 Q All right. And are you the person most
16 knowledgeable about the topics that are in this
17 subpoena?

18 A Yes.

19 Q And were you the person responsible for
20 gathering and producing the documents responsive to
21 the document production requests?

22 A Yes.

23 Q Could you tell me what, if anything, did
24 you do to prepare for today's deposition?

<p style="text-align: right;">Page 9</p> <p>1 A Nothing.</p> <p>2 Q You haven't reviewed any documents or</p> <p>3 anything like that?</p> <p>4 A No.</p> <p>5 Q Now, I'm going to go -- I would like to</p> <p>6 go through the topics in the deposition subpoena and</p> <p>7 ask if you're the person most knowledgeable about each</p> <p>8 of these topics and then also ask some information</p> <p>9 about these topics.</p> <p>10 So Topic No. 1 is Subpoena</p> <p>11 Respondent's effort to gather and produce documents</p> <p>12 responsive to this subpoena. You're the person most</p> <p>13 knowledgeable about that?</p> <p>14 A Yes.</p> <p>15 Q Who all was involved in the effort to</p> <p>16 gather documents responsive to the subpoena?</p> <p>17 A It was me. I believe -- oh, for the</p> <p>18 subpoena? It was just me.</p> <p>19 Q Okay.</p> <p>20 A For the document representation, that's a</p> <p>21 different story.</p> <p>22 Q What do you mean by that? I'm sorry.</p> <p>23 A Well, you guys had sent something out</p> <p>24 about a year ago asking for documents.</p>	<p style="text-align: right;">Page 10</p> <p>1 Q Correct.</p> <p>2 A And so the tax professionals on the --</p> <p>3 for Dock & Door, Midwest Dock, they sent in their own</p> <p>4 information about e-mails and such, and then I think</p> <p>5 maybe our billing person sent in information, but as</p> <p>6 far as the subpoena, nobody has sent anything to me or</p> <p>7 gathered anything.</p> <p>8 Q Okay. So you said the tax professionals.</p> <p>9 Are those tax professionals with Gineris?</p> <p>10 A Yes.</p> <p>11 Q And who would those persons have been?</p> <p>12 A Kellen Leone is the tax professional for</p> <p>13 Midwest Dock, Dock & Door and Anthony Zarlengo, and</p> <p>14 then Margaret Jonas is the tax professional for Mike</p> <p>15 Richert. Oh, and I think Kellen is also Anthony</p> <p>16 Brutti's tax professional.</p> <p>17 Q So Kellen Leone was the tax professional</p> <p>18 for Midwest Dock Solutions and Dock & Door?</p> <p>19 A Yes.</p> <p>20 Q And also for Tony Zarlengo?</p> <p>21 A Yes.</p> <p>22 Q And then Kellen Jones was the tax</p> <p>23 professional for Tony Brutti and Mike Richert?</p> <p>24 A Kellen Leone is Tony Brutti, also, and</p>
<p style="text-align: right;">Page 11</p> <p>1 Margaret Jonas is for Mike Richert.</p> <p>2 Q Oh, I'm sorry. Okay. Kellen Jonas is</p> <p>3 just for Mike Richert personally?</p> <p>4 A It's Margaret Jonas.</p> <p>5 Q Margaret Jonas.</p> <p>6 A But, yes, just for Mike Richert.</p> <p>7 Q All right. And do you know why there's</p> <p>8 that division?</p> <p>9 A I think Margaret worked on Mike Richert's</p> <p>10 return because she had a relationship with his wife,</p> <p>11 Holly, and so it was just divided up that way.</p> <p>12 Q And to your knowledge -- well, we'll get</p> <p>13 to this a little bit later, but how long has Gineris</p> <p>14 been preparing the taxes for Dock & Door, Midwest Dock</p> <p>15 Solutions, Mike Richert, Tony Zarlengo and Tony</p> <p>16 Brutti?</p> <p>17 A I would have to look that up because when</p> <p>18 I started in 2010, they were all clients of ours at</p> <p>19 that time, but if you want me to go back further than</p> <p>20 that, I would have to look that up.</p> <p>21 Q Okay. Since at least 2010 Gineris has</p> <p>22 been preparing all of their taxes?</p> <p>23 A Yes.</p> <p>24 Q And has that division -- well, strike</p>	<p style="text-align: right;">Page 12</p> <p>1 that.</p> <p>2 Has Kellen Leone been there since</p> <p>3 2010, also?</p> <p>4 A No, Kellen Leone started, I believe, in</p> <p>5 2017, and I would like to make one correction to what</p> <p>6 I said previously.</p> <p>7 Q Sure.</p> <p>8 A Anthony Brutti, I don't believe he was a</p> <p>9 client in 2010. I would have to look that up.</p> <p>10 Q Okay. And how long -- Strike that.</p> <p>11 Has Margaret Jonas been there since</p> <p>12 2010?</p> <p>13 A Yes, since before.</p> <p>14 Q Okay. So do you know who was doing the</p> <p>15 tax returns for Midwest Dock Solutions, Anthony</p> <p>16 Zarlengo and Dock & Door prior to 2017?</p> <p>17 A I believe it was Patrick Gineris. I can</p> <p>18 confirm that if you need me to.</p> <p>19 Q Okay. Did the tax professionals provide</p> <p>20 the documents responsive to the subpoena separate from</p> <p>21 you?</p> <p>22 A No.</p> <p>23 Q Okay. Did they provide the documents to</p> <p>24 you to provide in response to the subpoena?</p>

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1 A No. Well, they were in our document
2 folders, so I grabbed them myself.
3 Q I see.
4 So they maintain -- the tax
5 professionals maintain documents and you went into
6 their folders to produce their documents?
7 A Yep.
8 Q So you produced the documents of the tax
9 professionals?
10 A That's right.
11 Q And then you mentioned the Billing
12 Department, correct?
13 A Yes.
14 Q And the Billing Department, did you
15 produce the Billing Department's records?
16 A Yes.
17 Q And same thing, you went into their
18 folders and grabbed their documents?
19 A Yes.
20 Q Including e-mails and things like that?
21 A No. For the e-mails they would have
22 needed to forward those themselves.
23 Q To you to forward to me?
24 A I don't think so. I think they all

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1 just -- yeah, they just forwarded them. I shared
2 the -- are we calling it a subpoena, is that what that
3 is?
4 Q Yes.
5 A Okay. I just forwarded the subpoena to
6 them and they took care of providing their e-mails and
7 tax and whatever communications was requested.
8 Q All right. And who are the people in the
9 Billing Department that would have done that?
10 A I believe it was just Dave Betz.
11 Q Can you spell that last name?
12 A B-e-t-z.
13 Q And what does the Billing Department do?
14 A It finalizes the invoices that we as the
15 tax preparers and accountants prepare.
16 Q To the clients like Midwest Dock
17 Solutions and Dock & Door?
18 A Yes. So we prepare our own invoices, but
19 they review them, finalize them and then collect the
20 payments on them.
21 Q And would that also be to the individuals
22 like Mr. Brutti, Mr. Zarlengo and Mr. Richert?
23 A That's right, yes.
24 Q Okay. And how about the tax

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1 professionals of production of e-mails, would you have
2 produced those or would they have produced those?
3 A They produced their own.
4 Q And the only two tax professionals
5 involved would have been, again, Kellen Leone and
6 Margaret Jonas, right?
7 A Yes.
8 Q And then it sounds to me like there's an
9 Accounting Department that's separate from tax
10 professionals and the Billing Department, is that
11 correct?
12 A Yes.
13 Q And who's the Accounting Department?
14 A That would be me.
15 Q Okay. And do you do the accounting for
16 both Midwest Dock Solutions and Dock & Door?
17 A Yes.
18 Q And how long have you been doing the
19 accounting for those two companies?
20 A Roughly since 2013.
21 Q And how did -- did you start doing --
22 well, strike that.
23 Dock & Door, if I represent to you
24 that it came into existence after 2013, does that

Page 16

1 sound right?
2 A Yes. I was actually going to look that
3 up to see when they started, so thank you.
4 Q But you've done the accounting for
5 Dock & Door since it started, correct?
6 A Yes.
7 Q How did you come to do the accounting for
8 Midwest Dock Solutions?
9 A The accountant that was handling Midwest
10 Dock left our firm and I inherited her workload.
11 Q Who was that?
12 A Jaclyn McKee.
13 Q All right. So you took over when she
14 left?
15 A Yeah.
16 Q Have you done any work on that account
17 prior to her leaving?
18 A Yes, I believe I assisted her with the
19 payroll, data entry and sales tax, like use tax. They
20 file use tax.
21 Q What's that?
22 A It's the tax that you have to -- that
23 companies pay when they are -- sorry.
24 Dock & Door has to pay it because

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1 they're not the end user, so they don't pay sales tax
2 when they purchase products. So anything they don't
3 pay sales tax on, if they use it, they have to pay a
4 use tax. If they use it at a location, they have to
5 pay use tax.

6 Q That's Dock & Door or Midwest Dock?

7 A Midwest Dock.

8 Q And then you started -- you were the
9 original accountant for Dock & Door, correct?

10 A Yes.

11 Q And how did you come to have that
12 account?

13 A It was handed to me by Patrick Gineris
14 once it was started, once the company was started.

15 Q Do you know, did Mr. Gineris form the
16 company?

17 A I don't know.

18 Q Are you the person most knowledgeable
19 about Gineris' work for both Dock & Door Install and
20 Midwest Dock Solutions?

21 A Yes.

22 Q And are there engagement agreements with
23 Midwest Dock Solutions or Dock & Door?

24 A If they -- if there is, then they already

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1 have been handed over, and that would have come from
2 the Billing Department.

3 Q Is it possible that there are not
4 engagement letters?

5 A Yes, that's possible.

6 Q Is there something that determines
7 whether there is an engagement letter or not?

8 A We started doing engagement letters
9 probably after 2016 for new clients. It just wasn't
10 something that we did when these two companies came on
11 board.

12 Q The facts and circumstances surrounding
13 Subpoena Respondent's engagement by Dock & Door and
14 Midwest Dock Solutions, are you the person most
15 knowledgeable about that?

16 A Yes.

17 Q Okay. Are you the person most
18 knowledgeable about the billing records, including
19 invoices, billing statements and account statements
20 for Gineris' work for Dock & Door and Midwest Dock
21 Solutions?

22 A Yes.

23 Q All right. Are you the person most
24 knowledgeable about who paid Subpoena Respondent's

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1 invoices and billing statements for the work performed
2 for Dock & Door and Midwest Dock?

3 A I could see who paid me. Like I could
4 see their books, so if that's good enough.

5 Q All right. And it looks like -- and
6 we'll get to this, too, but it looks like Gineris is
7 paid by either ACH transfer or something like that out
8 of the accounts for both of these companies. Does
9 that sound right to you?

10 A Yes.

11 Q Do you know who would have set that up?

12 A Whoever is in charge of the bank account
13 or the credit card has to set that up themselves.

14 Q No. 7 is the financial statements of
15 Dock & Door and Midwest Dock Solutions. Are you the
16 person most knowledgeable about that?

17 A Yes.

18 Q Gineris' communications with any of the
19 following companies or persons, Dock & Door Install,
20 Midwest Dock Solutions, Mike Richert, Anthony Zarlengo
21 and Anthony Brutti, are you the person most
22 knowledgeable about that?

23 A Yes.

24 Q Okay. Any loans, lines of credit or

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1 guarantees of any loans or lines of credit for
2 Dock & Door, Midwest Dock Solutions, are you the
3 person most knowledgeable about that?

4 A Yes.

5 Q The persons who were authorized -- or
6 strike that.

7 The persons who were authorized to
8 sign checks on behalf of Dock & Door and Midwest Dock
9 Solutions, are you the person most knowledgeable about
10 that?

11 A No.

12 Q Who would be?

13 A I would say for -- if I had that
14 question, I would ask Anthony Zarlengo who's in
15 charge -- who's the signer on the banks for Midwest
16 Dock, and for Dock & Door I would ask Anthony Brutti.

17 Q I understand, but to the extent there's
18 somebody at Gineris who's familiar with them would you
19 be the person most knowledgeable?

20 A Yes.

21 Q And the persons who were authorized to
22 transfer funds from the bank accounts of Dock & Door
23 and Midwest Dock Solutions, would you be the person
24 most knowledgeable about that at Gineris?

<p style="text-align: right;">Page 21</p> <p>1 A Yes.</p> <p>2 Q And the person most knowledgeable at</p> <p>3 Gineris about authorization to access online banking</p> <p>4 records of Dock & Door and Midwest Dock Solutions, are</p> <p>5 you the person most knowledgeable about that?</p> <p>6 A Yes.</p> <p>7 Q Do you have -- do you, meaning, Gineris</p> <p>8 have access to Dock & Door Install's and Midwest Dock</p> <p>9 Solutions' online banking records?</p> <p>10 A Yes.</p> <p>11 Q How does that work?</p> <p>12 A We have an accountant's login, so we</p> <p>13 don't have straight admin access, but we do have an</p> <p>14 accountant's login so we can login, see check images,</p> <p>15 see deposit images if we need to and pull the bank</p> <p>16 statements.</p> <p>17 Q And do you personally do that?</p> <p>18 A No, not anymore.</p> <p>19 Q You used to do that I take it?</p> <p>20 A Yes.</p> <p>21 Q And did you do that for both companies?</p> <p>22 A Yes.</p> <p>23 Q And have you delegated that task now to</p> <p>24 somebody else?</p>	<p style="text-align: right;">Page 22</p> <p>1 A Yes.</p> <p>2 Q And who's that person?</p> <p>3 A Julie Filippo. She's an administrative</p> <p>4 assistant here.</p> <p>5 Q Can you spell her last name, please?</p> <p>6 A F-i-l-i-p-p-o.</p> <p>7 Q And is she responsible for doing that for</p> <p>8 both companies?</p> <p>9 A Yes.</p> <p>10 Q To your knowledge, do both companies bank</p> <p>11 at the same banking institution?</p> <p>12 A I believe they do.</p> <p>13 Q Okay. To your knowledge, have they</p> <p>14 always banked at the same banking institution?</p> <p>15 A Yes, it's a local bank.</p> <p>16 Q And when you use the accountant's login</p> <p>17 to log into the companies' bank accounts, are you able</p> <p>18 to like import that information into your accounting</p> <p>19 system?</p> <p>20 A Yes.</p> <p>21 Q Can you describe for me how that works?</p> <p>22 A Off the top of my head I don't know if</p> <p>23 there's a bank feed set up or not for either of these,</p> <p>24 but in general how it works is we log into Xero, our</p>
<p style="text-align: right;">Page 23</p> <p>1 accounting software, add the bank account and then log</p> <p>2 into the bank account from the accounting software,</p> <p>3 and then the accounting software is able to retrieve</p> <p>4 all of the banking details.</p> <p>5 If they don't have a bank feed,</p> <p>6 then we will just log into the bank, download an</p> <p>7 import file, like a QBO file or something and then</p> <p>8 import that into the Xero accounting software.</p> <p>9 Q All right. And how long have you been</p> <p>10 using the Xero accounting software for Midwest Dock</p> <p>11 and Dock & Door?</p> <p>12 A I believe 2017.</p> <p>13 MR. HUGHES: I'm going to object to compound</p> <p>14 when you're asking about the two companies at the same</p> <p>15 time. The question is compound.</p> <p>16 THE WITNESS: Okay.</p> <p>17 BY MR. MCJESSY:</p> <p>18 Q Do you use the same accounting software</p> <p>19 for both companies?</p> <p>20 A Yes.</p> <p>21 Q And how long have you been using that</p> <p>22 accounting software for the companies?</p> <p>23 A So for Dock & Door I believe we switched</p> <p>24 them over in 2016, and for Midwest Dock we switched</p>	<p style="text-align: right;">Page 24</p> <p>1 them over in 2017.</p> <p>2 Q And switched over from what in each</p> <p>3 instance?</p> <p>4 A Midwest Dock was using QuickBooks, and so</p> <p>5 we moved him from QuickBooks to Xero. Dock & Door was</p> <p>6 using -- we were just using our Thomson Reuters</p> <p>7 software to compile his books.</p> <p>8 Q And is there a fee associated with the</p> <p>9 use of the Xero software?</p> <p>10 A Yes.</p> <p>11 Q And is that fee billed to Dock & Door</p> <p>12 through Gineris' invoices to Dock & Door?</p> <p>13 A No, it's rolled into their flat fee</p> <p>14 agreement.</p> <p>15 Q Let me take a step back. What is the</p> <p>16 billing arrangement with Dock & Door?</p> <p>17 A So for Dock & Door they pay a flat fee</p> <p>18 that includes all of their accounting, their payroll</p> <p>19 and software that they use. I can look up to see if</p> <p>20 it includes their tax return.</p> <p>21 Q Okay.</p> <p>22 A Okay. Their flat fee does include their</p> <p>23 business tax return.</p> <p>24 Q Do you know, does Gineris prepare</p>

1 Mr. Brutti's individual tax return?
 2 A Yes.
 3 Q Is there a separate fee for that?
 4 A I'm going to look.
 5 Q MR. HUGHES: I will object to beyond the
 6 scope of the 30(b)(6) subpoena topics.
 7 THE WITNESS: Okay. So do I answer that or
 8 not?
 9 BY MR. MCJESSY:
 10 Q Yes, you can go ahead and answer.
 11 A All right. Okay. I do not see a
 12 separate invoice for a personal tax return for Anthony
 13 Brutti.
 14 Q Now, you mentioned a flat fee agreement.
 15 Is that a written agreement?
 16 A Like we talked about earlier, I don't
 17 think we have an engagement letter or a written
 18 agreement. It was -- it would have been in a meeting
 19 and verbalized, and then once we produced the invoices
 20 those are written, but, no, I don't think we have a
 21 formal written agreement.
 22 Q All right. And as a result of the -- you
 23 mentioned that the flat fee agreement includes the
 24 accounting work, payroll work, software, business tax

1 returns and it sounds like it may also include
 2 Mr. Brutti's personal tax return, correct?
 3 A Yes, that's what I'm seeing.
 4 Q And what is the software that's included?
 5 A It would be the ADP payroll software and
 6 also the Xero software.
 7 Q And would Dock & Door have the Xero --
 8 would they access the Xero software directly?
 9 A Yes.
 10 Q And is that software that's installed on
 11 a computer or is it accessed in the Cloud?
 12 A It's Cloud based.
 13 Q And to your knowledge, does Dock & Door
 14 use the Xero software in its business operations?
 15 A Yes, it does.
 16 Q And for what purpose?
 17 A Invoicing and deposit reconciliation.
 18 Q And when we say, "Dock & Door," does that
 19 really mean Anthony Brutti?
 20 A Yes.
 21 Q To your knowledge, is there anyone else
 22 at Dock & Door who does invoicing besides Mr. Brutti?
 23 A No.
 24 Q How about reconciliation?

1 A No.
 2 Q And you said that Midwest Dock Solutions
 3 was using QuickBooks and it was switched over to Xero
 4 in 2017, correct?
 5 A Yes.
 6 Q And what does Midwest Dock Solutions use
 7 Xero for?
 8 A Invoicing, bill payment, deposit
 9 reconciliation, credit card reconciliation and receipt
 10 matching.
 11 Q I think I got five things there,
 12 invoicing, bill payment, bank account reconciliation,
 13 receipt matching and credit card reconciliation?
 14 A Yes.
 15 Q And when you say, "invoicing," is that
 16 invoicing its customers?
 17 A Yes.
 18 Q And is that also true for Dock & Door, it
 19 uses invoicing its customer, too, also?
 20 A Yes.
 21 Q And bill payment, what do you mean by
 22 bill payment?
 23 A Bills that they receive from their
 24 vendors are entered into the system and then they're

1 paid out of the system when they're due.
 2 Q Does Dock & Door use the Xero account
 3 for -- or the Xero software for bill payment?
 4 A I'm going to look to confirm.
 5 No, most of theirs are set up on
 6 like an ACH, so he doesn't write many checks.
 7 Q And if you're using the Xero software, do
 8 you have to like pay an additional fee in order to use
 9 like a bill payment component of it or is the
 10 software -- you just buy the software and you can use
 11 all the features?
 12 A There are different levels of
 13 subscriptions, yes, and so if you're paying for the
 14 invoicing, then you're also getting the bill payment.
 15 Q I see.
 16 All right. And -- oh, I see. So
 17 Dock & Door has the ability to use the software for
 18 bill payment, it just doesn't do that?
 19 A Correct.
 20 Q I see.
 21 And then you mentioned credit card
 22 reconciliation. How does the Xero software work for
 23 credit card reconciliation?
 24 A They feed in like -- like the bank feeds

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1 do, like the banks do, and Sherry -- I said that
2 specifically because Midwest Dock has an in-house
3 bookkeeper that handles the reconciliation of the
4 deposits -- I'm sorry -- of the credit card and the
5 deposits.

6 Q And Sherry does that?

7 A Sherry does that.

8 Q And then how about receipt matching,
9 what's that?

10 A The receipt matching, so they use Dext
11 which is also a software that's provided in their flat
12 fee. They -- everyone that has a credit card has to
13 send their receipts up. If Sherry is missing a
14 receipt, then she holds out the reconciliation of that
15 transaction until she gets the receipt so that she can
16 ensure there's no personal use on the cards and that
17 everything's on the up and up.

18 Q And so the credit card reconciliation and
19 the receipt matching are somewhat related?

20 A Yes.

21 Q And then bank reconciliation, that's
22 reconciling the checks written on the bank account and
23 the other ACH transfers out of the account, that kind
24 of thing?

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1 A Yes, but my team mostly handles that.

2 She -- Sherry has to handle the deposits, the
3 reconciliation of the deposits because, otherwise, we
4 don't know what invoice to match them to.

5 Q You mentioned that Dock & Door has a flat
6 fee agreement that includes both the ADP payroll and
7 the Xero software. What is the ADP payroll software?

8 A ADP, like what's the cost of it or what's
9 it for?

10 Q No. What's it for?

11 A We use ADP's wholesale platform to run
12 all of our accounts so we can handle all of our
13 clients' payrolls in-house without having to file wage
14 reports manually and handle direct deposit on our own.
15 So we use that as our payroll platform. So we pay a
16 flat fee to them per client.

17 Q And what is the fee arrangement with
18 Midwest Dock Solutions?

19 A The entire flat fee, monthly flat fee?

20 Q Well, I guess that's my question. Do
21 they also have a flat fee agreement?

22 A Oh, Midwest Dock, yes. Sorry.

23 Q Yes.

24 A Yes.

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1 Q And does it also include accounting,
2 payroll software and business tax returns?

3 A I don't think so. Let me look.

4 Okay. It does include the payroll,
5 the sales tax, the accounting. It says here that it
6 also includes the business tax return, but I want to
7 confirm that.

8 MR. HUGHES: I just want to object. I'm not
9 sure it's appropriate for the witness to be testifying
10 from some sort of document or system or computer that
11 we're not aware of what's going on.

12 If it's a situation where the
13 witness needs to refresh her recollection, I think
14 Mr. McJessey can have her do that with something, but
15 to just be relaying information from somewhere that
16 the parties here don't know what's going on I think is
17 not appropriate for the purposes of a deposition.

18 BY MR. MCJESSEY:

19 Q You can still answer. You're reviewing I
20 take it Gineris' records?

21 A Yes.

22 Q Its business records?

23 A Yes.

24 Okay. So their flat fee agreement

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1 is for accounting, use tax filing, payroll, all the
2 software. It does not includes the tax return.

3 Q Okay. And the software, is that also the
4 ADP and the Xero?

5 A And the Dext, yes.

6 Q I'm sorry. What's the last one?

7 A Dext, D-e-x-t.

8 Q And what was that software used for?

9 A That's for the -- that's for the receipt
10 collection.

11 Q In order to reconcile the credit cards?

12 A Correct.

13 Q To your knowledge, does Dock & Door
14 maintain credit card accounts?

15 A They do not.

16 Q So there would be no reason for it to pay
17 for the Dext software, correct?

18 A Correct.

19 Q All right. Getting back to the subpoena,
20 the list of topics, are you the person most
21 knowledgeable about the persons from Dock & Door and
22 from Midwest Dock Solutions who direct Gineris' work
23 on behalf of each company?

24 A Yes.

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1 Q Who's your main contact with Dock & Dock
2 Install?

3 A Anthony Brutti.

4 Q He's actually your only contact, correct?

5 A Yes.

6 Q All right. And to your knowledge, other
7 than -- to your knowledge, does Dock & Door have any
8 administrative staff?

9 A No.

10 Q Does it have any sales staff?

11 A I'm not aware.

12 Q Okay. It has workers, correct?

13 A Yep.

14 Q Okay. Other than the workers does it
15 have any other employees that you're aware of that
16 perform any other functions?

17 MR. HUGHES: Objection; beyond the scope of the
18 topics and competency.

19 BY MR. MCJESSY:

20 Q You can answer.

21 A Not that I'm aware of.

22 Q Okay. And who's your main contact for
23 Midwest Dock Solutions?

24 A Tony Zarlengo.

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1 Q And do you have other contacts with
2 Midwest Dock Solutions?

3 A Yes.

4 Q And who are your other contacts?

5 A Sherry Webber.

6 Q And is she like an administrative person
7 at Midwest Dock Solutions?

8 A Yes.

9 Q And what is your understanding of what
10 she does?

11 A I believe she handles the books,
12 maintains the books in-house.

13 Q And what's the nature of your
14 interactions with her?

15 A Strictly about the transactions in Xero.

16 Q Are you the person most knowledgeable
17 about the accounting records, including QuickBooks and
18 other accounting software records of Dock & Door and
19 Midwest Dock Solutions?

20 A Yes.

21 Q All right. Are you the person most
22 knowledgeable about the relationship between
23 Dock & Door Install and Midwest Dock Solutions?

24 A Yes.

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1 Q Are you the person most knowledgeable
2 about any written or verbal agreements between
3 Dock & Door and Midwest Dock Solutions?

4 A Yes.

5 Q And are you the person -- are you aware
6 of any agreements between Dock & Door and Midwest Dock
7 Solutions?

8 A No.

9 Q Okay. Are you the person most
10 knowledgeable about the ownership, management and
11 operation of Dock & Door and Midwest Dock Solutions?

12 A Yes.

13 Q And I'd like to go through a couple of
14 document production requests just to confirm I
15 understand the nature of the records that were
16 produced and the nature of the records that Gineris
17 maintains.

18 Item No. 2 asks for documents --
19 billing records related to Dock & Door Install and
20 Midwest Dock Solutions. Do you see that?

21 A Yes.

22 Q And what kind of billing records does
23 Gineris maintain?

24 A Invoices.

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1 Q Just regular invoices to its customers?

2 A Yes.

3 Q And for Midwest Dock and Dock & Door how
4 are they invoiced?

5 A Monthly.

6 Q And who prepares the invoice and how is
7 it prepared?

8 A I prepare the invoice for my clients.

9 And what do you mean by how is it prepared?

10 Q You prepare the invoice, is that right?

11 A Yeah.

12 Q What about for like tax preparation work?

13 A That would be the tax preparer prepares
14 that.

15 Q So whoever is performing the work
16 prepares the invoice?

17 A Yes.

18 Q And if two parties perform work during a
19 given month, are the invoices consolidated or are they
20 issued separately?

21 A It depends. So a tax return is always
22 billed by the tax professional. Everything else is
23 billed by me.

24 Q And Item 5 asks Subpoena Respondent to

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1 produce Subpoena Respondent's communications with
2 Dock & Door, Midwest Dock, Michael Richert, Anthony
3 Zarlengo and Anthony Brutti. I just want to make sure
4 I understand correctly.

5 You arranged for each party that
6 had communications with those parties to produce their
7 communications separately, is that correct?

8 A Yes.

9 Q Okay. So you relied on each of the
10 parties who you believe may have had communications
11 with those entities or persons to gather and produce
12 those documents on their own, is that fair?

13 A Yes.

14 Q All right. Does everyone at Gineris
15 maintain their e-mails in the same manner using the
16 same software?

17 A Yes.

18 Q And what software does Gineris use?

19 A We use G Suite.

20 Q And do you know, does Gineris have any
21 sort of document retention policy, like are e-mails
22 kept indefinitely or are they regularly deleted or
23 does it just depend on the person?

24 A It really just depends on the person.

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1 Q Now, you mentioned that you've been doing
2 the accounting work for Dock & Door and Midwest Dock
3 since -- well, strike that.

4 You mentioned you've been doing the
5 accounting work for Midwest Dock since 2013 and for
6 Dock & Door since it was formed, correct?

7 A Yes.

8 Q And I think you said you had somebody
9 else now who assists you, Julie Filippo, who gathers
10 information from the bank accounts, correct?

11 A Yes.

12 Q Other than Julie Filippo is there anybody
13 else who assists you in doing your accounting work for
14 the companies?

15 A Yes, I have a bookkeeping staff. I have
16 a payroll staff.

17 Q I see.

18 What does the payroll staff do?

19 A They submit the payroll. So if there
20 are -- they handle payroll issues. So --

21 Q Well, strike that. Let me ask my
22 question a little differently.

23 A Okay. Thank you.

24 Q What does your payroll staff do for

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1 Midwest Dock Solutions?

2 A We just submit it. So we review it after
3 Sherry enters the payroll just to make sure that
4 overtime is accounted for, any advances are accounted
5 for, and then we handle the final submission.

6 Q Okay. So Sherry Webber actually enters
7 the payroll into the system and you just review to
8 make sure it's accurate?

9 A Yes.

10 Q What does your payroll staff do for
11 Dock & Door?

12 A After Tony enters the -- Anthony enters
13 the payroll into ADP we do the same thing. We review
14 it to make sure that overtime is accounted for and any
15 advances are taken care of and we processed it.

16 Q And when you say, "Tony," you mean Tony
17 Brutti?

18 A I do.

19 Q There's Tony Zarlengo and Tony Brutti.
20 So just as we go along, if you can mention which one
21 it is just so the record is clear, that would be
22 helpful; if not, I'll prompt you or Mr. Hughes will
23 prompt you.

24 A Thank you.

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1 Q So the payroll staff does the same thing
2 for both companies, correct?

3 A Yes.

4 Q And then what does -- does the payroll
5 staff do anything else for either company?

6 A No.

7 Q And both companies use the same ADP
8 software?

9 A Yes.

10 Q And how about what does the bookkeeping
11 staff do for Midwest Dock Solutions?

12 A For Midwest Dock our bookkeeping staff
13 reconciles transactions in the bank that Sherry hasn't
14 handled. They reconcile the payroll as it comes in
15 from ADP, and then we review it to make sure that
16 everything is coded properly.

17 Q And what does your bookkeeping staff do
18 for Dock & Door?

19 A We reconcile transactions that Anthony
20 hasn't taken care of and, again, reconciling the
21 payroll with the transactions from the bank and then
22 review it for coding errors.

23 Q So the same work?

24 A Yep.

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<p>1 Q And how many people are on your payroll</p> <p>2 staff?</p> <p>3 A Three.</p> <p>4 Q And does the same person handle Midwest</p> <p>5 Dock Solutions on a regular basis or does it vary</p> <p>6 between the different staff members?</p> <p>7 A The same person maintains it on a regular</p> <p>8 basis.</p> <p>9 Q And who's that?</p> <p>10 A I would have to look that up.</p> <p>11 Q And for Dock & Door is it the same thing,</p> <p>12 the same person handles it on a regular basis?</p> <p>13 A Yes.</p> <p>14 Q All right. And is it the same person who</p> <p>15 handles it for Dock & Door that handles it for Midwest</p> <p>16 Dock Solutions?</p> <p>17 A I'd have to look that up.</p> <p>18 Q Is that information that's available to</p> <p>19 you easily?</p> <p>20 A Yes.</p> <p>21 Q Okay. Could you look that up for me?</p> <p>22 A Yes.</p> <p>23 For both companies Kim Burbach</p> <p>24 handles the payrolls.</p>	<p>1 Q And how about for the bookkeeping?</p> <p>2 A Oh, let me look that up for you.</p> <p>3 For the bookkeeping it's Saurabh</p> <p>4 Prajapati.</p> <p>5 Q Can you spell that for the court</p> <p>6 reporter, please?</p> <p>7 A Yes, S-a-u-r-a-b-h, last name Prajapati,</p> <p>8 P-r-a-j-a-p-a-t-i.</p> <p>9 Q Is that for both companies?</p> <p>10 A I'm looking.</p> <p>11 Same for Dock & Door.</p> <p>12 Q Okay. Now, a couple general background</p> <p>13 questions for you, are you a CPA?</p> <p>14 A No.</p> <p>15 Q What's the highest level of education</p> <p>16 you've received?</p> <p>17 A A Bachelor's Degree.</p> <p>18 Q And what was your major?</p> <p>19 A Accounting.</p> <p>20 Q And when did you graduate and from where</p> <p>21 did you graduate?</p> <p>22 A I believe I graduated in 2014 and from</p> <p>23 University of Phoenix.</p> <p>24 Q And do you hold any licenses or</p>
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<p>1 certifications?</p> <p>2 A Yes.</p> <p>3 Q What licenses and certifications do you</p> <p>4 hold?</p> <p>5 A I'm an enrolled agent with the IRS.</p> <p>6 Q What does that mean?</p> <p>7 A It means I can represent a client before</p> <p>8 the IRS as an attorney would.</p> <p>9 Q And did you have to take any training or</p> <p>10 classes to get that certification?</p> <p>11 A Yes.</p> <p>12 Q And what did that entail, can you</p> <p>13 describe for me generally?</p> <p>14 A Yes. I had to take three separate exams,</p> <p>15 one on business, one on individual -- I'm sorry -- one</p> <p>16 on business tax, one on individual tax and one on</p> <p>17 ethics, pass all three and then maintain Continuing</p> <p>18 Education each year.</p> <p>19 Q And how long have you held that</p> <p>20 certification or -- is it a license or a</p> <p>21 certification, how would you describe it?</p> <p>22 A It's a certification.</p> <p>23 Q How long have you held that</p> <p>24 certification?</p>	<p>1 A I believe since 2015.</p> <p>2 Q And any other licenses or certifications?</p> <p>3 A No.</p> <p>4 Q All right. And you mentioned you take</p> <p>5 Continuing Education to maintain that certification,</p> <p>6 correct?</p> <p>7 A Yes.</p> <p>8 Q Have you had -- since graduating from</p> <p>9 college have you had any other training or formal</p> <p>10 education?</p> <p>11 A Yes.</p> <p>12 Q And can you describe that for me?</p> <p>13 A Sure. I took a payroll certification</p> <p>14 class by ADP and also a QuickBooks certification class</p> <p>15 and a Xero certification class.</p> <p>16 Q Now, you mentioned you graduated in 2014.</p> <p>17 How long have you been working for Gineris?</p> <p>18 A Since 2010.</p> <p>19 Q So you were working there while you were</p> <p>20 in college?</p> <p>21 A Yes.</p> <p>22 Q And what position were you hired for at</p> <p>23 Gineris?</p> <p>24 A Front desk staff.</p>

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1 Q All right. And how long were you in that
2 position?
3 A Two years.
4 Q And then what was your next position?
5 A I handled the payrolls for the entire
6 company where we did in-house payrolls, the sales tax,
7 and I did light bookkeeping.
8 Q And did you have a formal title in that
9 position?
10 A No.
11 Q And then did that position change over
12 time?
13 A Yes. Then I became an account manager
14 like I am now.
15 Q When did you become an account manager?
16 A In 2016.
17 Q And that's the position you're in now?
18 A Yes.
19 Q All right. What are your
20 responsibilities as an account manager?
21 A Maintaining the client's books, financial
22 statements, payroll, sales tax, making sure it's all
23 done on time and properly, issuing 1099's at the end
24 of the year, issuing W-2's and generally maintaining

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1 client happiness.
2 Q And now among the documents that Gineris
3 produced in this case were general ledgers for Midwest
4 Dock Solutions and Dock & Door, correct?
5 A Yes.
6 Q Are you responsible for maintaining the
7 general ledgers for those companies?
8 A Yes.
9 Q And is that actually work that you do or
10 is that work that others working under you do?
11 A It's work that others working under me
12 do, but I do review it to help maintain it. So I
13 review their work.
14 Q Okay.
15 A If that makes sense.
16 Q So you're ultimately responsible for
17 maintaining the general ledgers?
18 A Yes.
19 Q And how long for both of the companies
20 has that been the case?
21 A For Midwest Dock I've been maintaining
22 their general ledger as my full responsibility since
23 2016 -- no, since 2017 and for Dock & Door since 2016.
24 Q And can you describe for me how the

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1 general ledger is maintained?
2 A Through the reconciliation of
3 transactions.
4 Q And what does that mean as a practical
5 matter?
6 A So as the transactions flow in and out of
7 the bank, we reconcile the transactions. They go to
8 the general ledger accounts. For depreciation like on
9 their fixed assets we maintain journal entries, enter
10 journal entries to maintain the general ledger.
11 Q And who would enter those kind of
12 entries, the journal entries for depreciation of
13 assets?
14 A The bookkeeper, my bookkeeper.
15 Q And then you would review those entries?
16 A Yes.
17 Q All right. And then when it comes time
18 to prepare the taxes, the tax preparer would use those
19 entries to prepare the taxes, is that how it works?
20 A Yes.
21 MR. MCJESSY: All right. We've been going a
22 little over an hour. I'd like to take a five-minute
23 break, and then we'll pick back up.
24 THE WITNESS: Okay.

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1 (WHEREUPON, a short break was had.)
2
3 MR. MCJESSY: Back on the record.
4 BY MR. MCJESSY:
5 Q You mentioned you wanted to make a
6 correction. Please.
7 A Yes. So I did not take Midwest Dock over
8 from Jaclyn McKee. Marco Garcia took it over from
9 Jaclyn McKee. I took it over from him when he left
10 in -- I believe he left in December 2016. So I would
11 have started working on the account in January of
12 2017.
13 Q Okay. I think that may have been what
14 you said. I have down here that you started taking --
15 when you say, "take over" -- well, strike that.
16 When you say, "take over the
17 account," what do you mean by that?
18 A Running the books for the account. So I
19 had originally said that I started running the books
20 for Midwest Dock around 2013. That was wrong. I did
21 not.
22 Q I see.
23 All right. So describe for me what
24 you mean by running the books.

<p style="text-align: right;">Page 49</p> <p>1 A Reconciling the account to the bank</p> <p>2 statements, preparing the financial statement. What I</p> <p>3 did at that time, like 2011, '12, '13 was just the</p> <p>4 payroll, was just the payroll, yeah.</p> <p>5 Q All right. And, please, as we go along</p> <p>6 if you want to make corrections to something you said,</p> <p>7 feel free to do that or if you didn't remember</p> <p>8 something when I asked you and you do remember it</p> <p>9 afterwards, you can feel free to add that information.</p> <p>10 All right?</p> <p>11 A Thank you.</p> <p>12 Q All right. I want to take a step back</p> <p>13 just so I understand how Gineris works.</p> <p>14 I understand it has basically a</p> <p>15 payroll staff, correct?</p> <p>16 A Yes.</p> <p>17 Q And it has a bookkeeping staff, correct?</p> <p>18 A Yes.</p> <p>19 Q And it has tax professionals, is that</p> <p>20 correct?</p> <p>21 A Yes.</p> <p>22 Q Does it have any other departments or</p> <p>23 segments?</p> <p>24 A Administrative staff, billing staff.</p>	<p style="text-align: right;">Page 50</p> <p>1 Q All right. And from, say, 2020 to the</p> <p>2 present how many people worked in the payroll staff at</p> <p>3 any one time?</p> <p>4 A Oh, like right now we have three.</p> <p>5 Q Right.</p> <p>6 A So it's usually around three, two to</p> <p>7 three, yeah.</p> <p>8 Q How about the bookkeeping staff?</p> <p>9 A Around five to seven.</p> <p>10 Q And how about tax professionals?</p> <p>11 A Around four.</p> <p>12 Q And how about administrative?</p> <p>13 A Two to three.</p> <p>14 Q And billing?</p> <p>15 A Two.</p> <p>16 Q So is it fair to say Gineris has about 15</p> <p>17 to 20 employees over the course of the last five years</p> <p>18 at any given time?</p> <p>19 A Yes, we missed a department, though, the</p> <p>20 Account Manager Department.</p> <p>21 Q Oh, what's the Account Manager</p> <p>22 Department?</p> <p>23 A There's about four of us. I'm in that</p> <p>24 department.</p>
<p style="text-align: right;">Page 51</p> <p>1 Q I see.</p> <p>2 So about 20 to 24 people?</p> <p>3 A Yeah, some are overlapping. So some</p> <p>4 departments overlap.</p> <p>5 Q Okay. What would be an example of</p> <p>6 departments that overlap?</p> <p>7 A Kellen Leone is a tax professional and</p> <p>8 also an account manager.</p> <p>9 Q Now, do you know what the circumstances</p> <p>10 were that Midwest Dock Solutions became a client of</p> <p>11 Gineris?</p> <p>12 A No.</p> <p>13 Q Who would know that?</p> <p>14 A Margaret Jonas or Patrick Gineris.</p> <p>15 Q And how about the circumstances that led</p> <p>16 to Dock & Door becoming a client of Gineris, do you</p> <p>17 know those circumstances?</p> <p>18 A No.</p> <p>19 Q Who would know that?</p> <p>20 A Patrick Gineris or Margaret Jonas.</p> <p>21 Q And why do you think one of them would</p> <p>22 know how those companies became clients of Gineris?</p> <p>23 A They've been here the longest, those two.</p> <p>24 Q All right. Now, we've touched on this,</p>	<p style="text-align: right;">Page 52</p> <p>1 but I would like to go back through to make sure I</p> <p>2 have a complete understanding of what services Gineris</p> <p>3 provides to Midwest Solutions.</p> <p>4 It provides bookkeeping services,</p> <p>5 correct?</p> <p>6 A Yes.</p> <p>7 Q And you described for me that you have</p> <p>8 somebody under you that does that work and you review</p> <p>9 their work, correct?</p> <p>10 A Yes.</p> <p>11 Q And do bookkeeping services, does that</p> <p>12 include maintaining the general ledger?</p> <p>13 A Yes.</p> <p>14 Q You described for me how the bank</p> <p>15 information and the credit card information is added</p> <p>16 to the general ledger for Midwest Dock Solutions</p> <p>17 through the Xero system. Is there any information</p> <p>18 that gets added into the general ledger manually?</p> <p>19 A Manual journal entries, yes.</p> <p>20 Q Oh, payroll also gets entered into the</p> <p>21 general ledger automatically, too, is that correct?</p> <p>22 A Yes.</p> <p>23 Q And how does that happen?</p> <p>24 A ADP transfers a bill into Xero</p>

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1 Accounting, and then we reconcile the bank transaction
2 to that bill.
3 Q What about the amount -- well, strike
4 that.
5 You said ADP transfers a bill.
6 Does that mean a bill for their services?
7 A No, it's a -- it's for the payroll. So
8 if the payroll is 10,000, it breaks that down in the
9 form of a bill.
10 Q By employee?
11 A No, by gross pay, by department, by
12 department. So you've got productive labor is one
13 payment. You've got office staff; you've got officer
14 wages that come through. All is a debit. Then you've
15 got your payroll, your employer taxes that come
16 through as a debit and then your credits for the sales
17 tax payable and the net pay. That all comes out as a
18 bill from ADP.
19 MR. MCJESSY: Gina, can you just read back that
20 last response to me? I didn't quite get it all.
21
22
23
24

Page 55

1 Q And is it imported into their general
2 ledger accounts the same way?
3 A Yes.
4 Q And what is productive labor?
5 A Labor that's actually attributed to the
6 job, so that goes up in the Cost of Goods section.
7 Q And so is that like the workers who are
8 out on job sites working?
9 A Yes.
10 Q Okay. So for both companies you get
11 something from ADP that is productive labor?
12 A Yes.
13 Q So would wages paid to Mr. Brutti or
14 Mr. Zarlengo or Mr. Richert, would those be part of
15 productive labor?
16 A No.
17 Q And then you mentioned office staff.
18 That's a separate category?
19 A Yes.
20 Q You actually said you get payments by
21 department. Are these all the different departments
22 that you meant?
23 A Yes.
24 Q So when you said, "Department productive

Page 54

1 (WHEREUPON, the record was read as
2 follows:
3 "A No, by gross pay, by
4 department, by department. So
5 you've got productive labor is
6 one payment. You've got office
7 staff; you've got officer wages
8 that come through. All is a
9 debit. Then you've got your
10 payroll, your employer taxes
11 that come through as a debit
12 and then your credits for the
13 sales tax payable and the net
14 pay. That all comes out as a
15 bill from ADP.")
16
17 MR. MCJESSY: Thank you.
18 THE WITNESS: Sorry, the credit for the payroll
19 taxes payable.
20 BY MR. MCJESSY:
21 Q All right. And do you get the same
22 information for both Midwest Dock Solutions and
23 Dock & Door?
24 A Yes.

Page 56

1 labor, office staff, officer wages," those kind of
2 things, those are all separate departments, is that
3 fair?
4 A Yes.
5 Q All right. And then you said, "officer
6 wages." What are officer wages?
7 A The officers of the company.
8 Q So for Midwest Dock do you know who that
9 is?
10 A Yes.
11 Q Who is that?
12 A Tony Zarlengo and Mike Richert.
13 Q Who is it for Dock & Door?
14 A Tony Brutti.
15 Q And anyone else for either company as far
16 as you know?
17 A No.
18 Q All right. And then you said, "office
19 staff," is that right?
20 A Yes.
21 Q Does that include like sales staff?
22 A Yes.
23 Q To your knowledge, does Midwest Dock
24 Solutions have office staff?

Page 57

1 A Yes.

2 Q And do you know who the office staff is?

3 A I know, yeah, roughly, yes.

4 Q Can you give me some names?

5 A Sherry Webber, Ira Sugar, Steve French

6 and maybe there's one more.

7 Q To your knowledge, does Dock & Door have

8 office staff?

9 A No.

10 Q And another category you mentioned was

11 payroll, correct?

12 A Productive labor.

13 Q Okay. Well, I have --

14 A Oh, for the taxes? The payroll taxes I

15 mentioned.

16 Q Payroll taxes.

17 Okay. And what are the payroll

18 taxes?

19 A FICA and State unemployment and Federal

20 unemployment. That's the employer portion.

21 Q All right. And the employer has to pay

22 those, correct, if they paid wages?

23 A Correct.

24 Q And then you mentioned -- I think you

Page 58

1 mentioned -- I don't know if it's a separate category,

2 but you said, "employer tax"?

3 A That's what I just named off is the

4 employer taxes.

5 Q Okay.

6 A And then I mentioned the payroll taxes

7 payable.

8 Q Those are two separate things?

9 A Yes, so the employer taxes are included

10 in that but also the employee taxes, so the employee's

11 portion of the FICA, their State withholding and their

12 Federal withholding.

13 Q That's collected by the employer and then

14 paid out, correct?

15 A Yes.

16 Q And so there's the employer tax and then

17 there's the payroll taxes that are collected by the

18 employer and paid on behalf of the employees, correct?

19 A Yes.

20 Q And then you also I think mentioned

21 something called sales tax payable?

22 A That was a misspeak, sorry.

23 Q And then you said, "net pay"?

24 A Yep.

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1 Q And that's the -- what is that?

2 A That's the employee's final pay after

3 they've paid their taxes, advances, whatever comes out

4 of their check.

5 Q And then I think you also said, "credit

6 for the payroll tax is payable," correct?

7 A Yes.

8 Q What is that?

9 A That's the credit side of the transaction

10 for the employer portion that's owed and the employee

11 portion that's owed.

12 Q All right. And what manual journal

13 entries would you make in the general ledger?

14 MR. HUGHES: Objection. Is this in -- this is

15 way beyond the scope of the topic. I'm not sure

16 anymore if we're talking about just general or things

17 that she does for any of these companies.

18 MR. MCJESSY: Well, strike that then, and I'll

19 rephrase my question.

20 BY MR. MCJESSY:

21 Q What manual journal entries would you

22 make for Midwest Dock Solutions to maintain its

23 general ledger?

24 A Interest expense on loans, depreciation

Page 60

1 expense, amortization expense.

2 Q And for Dock & Door what kind of general

3 journal entries would you make to maintain its general

4 ledger? I'm sorry. Strike that.

5 For Dock & Door what kind of manual

6 entries would you make in the general ledger?

7 A The only one I can think of is the one to

8 move -- to adjust retained earnings at the beginning

9 of the year every year, and that also has to be done

10 on Midwest Dock.

11 Q Dock & Door doesn't have any assets to

12 depreciate, correct?

13 A Correct.

14 Q And it doesn't have any loans, correct?

15 A Correct. It does have a loan that is on

16 the books but it's not currently being paid back.

17 Q It doesn't have any like equipment loans

18 or vehicle loans, correct?

19 A Correct.

20 Q But Midwest Dock Solutions does, correct?

21 A Correct.

22

23

24

<p style="text-align: right;">Page 61</p> <p>1 (WHEREUPON, said document was</p> <p>2 marked as Plaintiffs' Exhibit</p> <p>3 No. 205, for identification, as of</p> <p>4 10/7/25, so marked by Mr. McJessy.)</p> <p>5</p> <p>6 BY MR. MCJESSY:</p> <p>7 Q I'd like to show you what I've marked as</p> <p>8 Exhibit 205. Can you see that document?</p> <p>9 A Yes.</p> <p>10 Q All right. This is a pdf version, but</p> <p>11 does this look like the -- it's 589 pages, but I'll</p> <p>12 represent to you it's the General Ledger Detail for</p> <p>13 Midwest Dock Solutions that was produced in an Excel</p> <p>14 format to us.</p> <p>15 A Okay.</p> <p>16 Q Does that document look like the general</p> <p>17 ledger for -- and I can flip through as much of it as</p> <p>18 you'd like, but does this look like the general ledger</p> <p>19 for Midwest Dock Solutions?</p> <p>20 A Yes.</p> <p>21 Q All right. And you produced general</p> <p>22 ledgers for Midwest Dock Solutions for 2016 to 2024,</p> <p>23 correct?</p> <p>24 A Yes.</p>	<p style="text-align: right;">Page 62</p> <p>1 Q And you also produced general ledgers for</p> <p>2 Dock & Door for the same period, correct?</p> <p>3 A Yes.</p> <p>4 Q And those were produced in Excel format?</p> <p>5 A Yes.</p> <p>6 Q They aren't maintained in an Excel</p> <p>7 format, though, correct?</p> <p>8 A Correct.</p> <p>9 Q They're maintained in the Xero software?</p> <p>10 A Yes.</p> <p>11 Q And so that you could produce them in a</p> <p>12 format that they were viewable you produced them in an</p> <p>13 Excel format, is that fair?</p> <p>14 A Yes.</p> <p>15 Q All right. I'd like to go to -- I'm</p> <p>16 going to go to Page 222 of that exhibit, and this</p> <p>17 is -- can you see that document all right, is it large</p> <p>18 enough?</p> <p>19 A Yes.</p> <p>20 Q And do you see that there's -- I've added</p> <p>21 the highlighting to this document to make it easier</p> <p>22 for me to ask you questions about it, but do you see</p> <p>23 where it says, "Chase Ink - C. Zarlengo"?</p> <p>24 A Yes.</p>
<p style="text-align: right;">Page 63</p> <p>1 Q Is the No. 2029 there, is that a GL</p> <p>2 account?</p> <p>3 A Yes.</p> <p>4 Q And it looks like this is</p> <p>5 Chase Ink - S. Josh and that's Account 2027. This is</p> <p>6 on Page 220 of that exhibit. Do you see that?</p> <p>7 A Yes.</p> <p>8 Q So are there separate GL accounts for the</p> <p>9 different credit cards that are issued to people at</p> <p>10 Midwest Dock Solutions?</p> <p>11 A Yes.</p> <p>12 Q Okay. Is there a reason that they have</p> <p>13 separate GL accounts?</p> <p>14 A Yes, that's how they feed in from the</p> <p>15 bank.</p> <p>16 Q All right. And so one of the things I</p> <p>17 wanted to ask you about is the detail that's included</p> <p>18 here for the charges -- and we're back to Page 222 and</p> <p>19 the credit card for C. Zarlengo.</p> <p>20 The detail -- there's a fair amount</p> <p>21 of detail here about, you know, Payment: Speedway;</p> <p>22 Payment: Home Depot where it says, "Payable Payment,</p> <p>23 Spend Money." Can you describe for me how this</p> <p>24 information gets imported into your Xero system and</p>	<p style="text-align: right;">Page 64</p> <p>1 what information you add at Gineris versus what just</p> <p>2 comes in from wherever you're importing it?</p> <p>3 A So where you're seeing Payment, Payable</p> <p>4 Payment, Payment: Speedway and then that RB number</p> <p>5 there in the middle, RB stands for Receipt Bank.</p> <p>6 That's what Dext was called when we first started</p> <p>7 using it. They got bought out and then they became</p> <p>8 Dext, but all of those RB that means that she sent the</p> <p>9 receipt from Dext or Receipt Bank to Xero to match it</p> <p>10 up with the transaction from the credit card. So</p> <p>11 where there's a payment it means she had a receipt for</p> <p>12 it.</p> <p>13 Q Okay.</p> <p>14 A Where there isn't a payment -- I'm sorry.</p> <p>15 Like that Speedway one --</p> <p>16 Q The third one down?</p> <p>17 A Yeah, that's right. Where it's just the</p> <p>18 Spend Money, she didn't have a receipt to match that</p> <p>19 to.</p> <p>20 Q Okay. And when you say, "she," you mean</p> <p>21 Sherry?</p> <p>22 A Yes.</p> <p>23 Q So when she goes in using the Dext system</p> <p>24 or the Receipt Bank system and she has a copy of the</p>

Page 65

1 receipt and matches it to a charge, it adds that
2 number onto it, is that it, the RB number?

3 A Yes.

4 Q Okay. How does that number get imported
5 into the Xero system at your end so that it gets
6 included in this general ledger, is it the work that
7 Sherry is doing that causes that number to appear on
8 this -- on these line items?

9 A No, so it's -- when she pushes it out
10 from Receipt Bank or Dext, when she pushes it out of
11 Dext, it has a reference number attached to it. It's
12 that RB number, and so that RB number, that reference
13 number is recorded with the -- it basically records as
14 a bill that she has to pay. That's why it comes in as
15 a payable payment. So that's like the reference
16 number of the bill.

17 Q Okay. And so, for example, the third
18 line down where it says, "Spend Money: Speedway" and
19 it looks like it's a charge for \$17.68, there's no
20 receipt to attach to that charge?

21 A Correct.

22 Q All right. And that's true for anywhere
23 that there's no RB number across from the charge, is
24 that correct?

Page 66

1 A Yes.

2 Q Now, there's a payment -- if you go down
3 to May 21st, 2023, it says, "Payment: 7-Eleven." Do
4 you see that?

5 A Uh-huh.

6 Q And there's a number there, but it
7 doesn't have an RB in front of it.

8 A I can't -- I don't know why that is.

9 Q Okay. You don't know what that number --
10 you don't know the significance of that number?

11 A Correct.

12 Q Okay. And then there's also where it
13 says, "Bank Transfer," so the fourth line down, for
14 example, Bank Transfer from Chase Ink to Chase
15 Ink - C. Zarlengo - 4995," and then there's some other
16 numbers after that. Do you see that?

17 A Yes.

18 Q Is that a payment of the credit card
19 amount?

20 A Okay. So you know how -- it is a
21 payment, but it's a payment from the main account,
22 from the main credit card on the account. So that's a
23 manual entry that we're doing on the credit card to
24 move all of the balances from each of these subcards

Page 67

1 to the main card so that we can reconcile that main
2 card because we only get one balance on the bank
3 statement or on the credit card statement, right? So
4 all of our balances on each of these individual cards
5 have to be moved to the main card.

6 Q Okay. Now, each of the separate
7 employees that are identified have their own credit
8 card, correct?

9 A It's a subcard. There's one main card.
10 It's the -- it's the -- it's a Chase Ink card. It's
11 probably in Tony Zarlengo's name. I'd have to look,
12 but he's got the main card and then these are all
13 subcards of that.

14 Q Okay.

15 A His would most likely be like a 2010
16 number. He usually would be the first.

17 Q So I've turned to Page 174 --

18 A Yes.

19 Q -- of the exhibit, of Exhibit 205, and
20 there is a GL account called 2000 - Chase Ink 9507.

21 A Yeah, that look like it's the main card
22 for all those subcards.

23 Q Okay. As a practical matter, is it your
24 understanding that Tony would have a physical credit

Page 68

1 card, Tony Zarlengo?

2 A Yes.

3 Q And the persons that have the subcards,
4 they would also have physical charge cards, too,
5 correct?

6 A Yes.

7 Q And they would have different numbers,
8 correct?

9 A Yes.

10 Q Okay. And when the parties make charges,
11 those charges are kept track of based upon the card
12 that they're charged against, correct?

13 A Yes.

14 Q But for accounting purposes they're all
15 consolidated under this 2000 GL account, is that
16 correct?

17 A Yes.

18 Q So we should see the same charges and
19 payments under the 2000 account that we would see
20 under the individual card accounts, correct?

21 A No. So if you're asking if I'll see --
22 if you'll see the Speedway for 17 bucks here, no, you
23 won't.

24 Q What will I see here?

Page 69

1 A You'll see just the balance. So if you
2 go back to that Page 222 --
3 Q Okay.
4 A -- where it says, "Transfer to the Chase
5 Ink," that 89.64 --
6 Q Correct.
7 A -- let's go back to 174, and then if we
8 scroll down to like that January -- I think it was
9 January 29th, we should see that \$89 somewhere in
10 here. Let's see if we put it on the 31st, but we
11 shouldn't have, though. Let me find that. Chase Ink,
12 Chase Ink. Can you do a --
13 Q Yeah, let me do -- I know what you're
14 thinking.
15 A Was it 89.64?
16 Q I thought it was 74, but let's try 89.
17 Oh, 89.64.
18 A Yes. So see all of these bank transfers?
19 Q I see.
20 A Yeah. I'm sorry. I said the wrong date.
21 We do it at the end of the closing, the statement
22 closing date. So those are all of the transfers from
23 those individual cards.
24 Q And then does Midwest Dock Solutions pay

Page 70

1 the credit card bill for the Chase Ink account?
2 A Yes.
3 Q Okay. Does Midwest -- I'm sorry. Strike
4 that.
5 Does Dock & Door pay any of the
6 credit card accounts, either the subaccounts or any
7 amounts toward the main account for this Chase Ink
8 credit card?
9 A No.
10 Q The Chase Ink credit card is solely paid
11 by Midwest Dock Solutions, correct?
12 A Yes.
13 Q Are you aware, for example, that David
14 Green is an employee of Dock & Door?
15 A No.
16 Q Are you aware that Donald Cruikshank is
17 an employee of Dock & Door?
18 A No.
19 Q You don't know who the individual
20 employees are employed by, is that correct?
21 A No, I could know, but I don't know. I
22 don't -- it's not something I maintain or watch.
23 Q You'd have to look -- you could look at
24 the payroll records and see?

Page 71

1 A That's right.
2 Q Okay. And does it make any difference
3 for payment of the credit card invoices whether there
4 has been a receipt provided for the individual
5 expenses?
6 A That's Sherry's call.
7 Q What do you mean by that?
8 A Whether or not she requires the receipt.
9 I think we saw one where -- like that Speedway one
10 where there wasn't a receipt she can reconcile it
11 anyway and ignore that there isn't one, but, no, there
12 is no difference. It's just whether or not she could
13 get the receipt from the employee.
14 Q The credit card bill has to be paid
15 either way, right?
16 A Yes. Okay. So were you asking what she
17 does with the receipt? Because sometimes there are
18 personal transactions on the cards.
19 Q Okay.
20 A And they would withhold that money from
21 the employee or they would pay it back.
22 Q And how would that be handled?
23 A Usually through payroll, but sometimes
24 through cash, you know, like they just pay the company

Page 72

1 back, but that's rare, very rare.
2 Q And if they paid the company back by
3 cash, would Gineris be involved in that transaction?
4 A Well, we would have to put it on the
5 general ledger because -- yeah.
6 Q And how would it appear on the general
7 ledger?
8 A So let's say C. Zarlengo gets \$20 worth
9 of personal expenses, that would go on the balance
10 sheet as an AR - C. Zarlengo, and then Sherry would
11 tell me how the employee paid it back. I would create
12 a journal entry to pay off the AR - C. Zarlengo, and
13 then I would -- since they don't maintain cash on hand
14 there -- let me double-check that before I say it.
15 It would usually go to cash on
16 hand, but if they don't maintain cash on hand, then I
17 would split it between the two owners as if they took
18 it as a draw or something.
19 Q All right. And if it was handled -- if
20 it was paid back by payroll, would there also be a
21 journal entry for that?
22 A No, that would come through from ADP as
23 an entry like an advance. It would come off of their
24 net pay and it would zero out that AR - C. Zarlengo

Page 73

1 account.

2 Q So would you still have to create a
3 C. Zarlengo account?

4 A Yeah, yes.

5 Q And would that show up in the general
6 ledger?

7 A Yes.

8 Q Okay. So if I wanted to see, for
9 example, in the general ledger whether either of these
10 types of -- I'm not sure what the proper terminology
11 is -- reconciliations occurred, is that a fair way to
12 describe it?

13 A Yes.

14 Q How would I -- where would I look?

15 A That would be like in the 1100's
16 accounts. You would look for like AR employees.

17 Q I see a 1020 account, a 1200 account. I
18 don't see any 1100 account.

19 A Okay. Go down. Let's call it a 1200
20 account. It's after the AR - Trade.

21 Q I see a 1202 AR - Trade and a
22 1220 - Child Support.

23 A Keep going. There it is, AR - Employees,
24 did you see that? Go up one page, AR - Employee.

Page 74

1 Q I see.

2 So there's a payroll invoice, but
3 it says, "Child Support Accounts Payable."

4 A That's actually the invoice that comes
5 in. So that last column there is showing you all of
6 the related GL accounts, not specifically this one.

7 So you're looking in -- so you're
8 looking in the 1220 account, and that's the deduction
9 that was for that transaction right above it, John
10 Stoltenberg - New Employee. So that was just an
11 advance in his pay.

12 Q The 450 was?

13 A Yeah, the 450. The first one on
14 April 28th was an advance in pay because we probably
15 didn't have his information to pay him through payroll
16 yet.

17 Q Oh, I see.

18 A So we ran his paycheck through payroll.

19 Q I see.

20 So there was no credit card -- none
21 of the amounts on the credit card for this year, which
22 I think this is 2023, none of the -- there were no
23 amounts reimbursed -- Strike that.

24 There were no amounts charged to

Page 75

1 the credit cards that had to be reimbursed by the
2 employees, correct?

3 A Correct.

4 Q Okay. And if there were, they would have
5 been in this 1221 AR - Employees account, correct?

6 A Correct.

7 Q So regardless of whether the employees
8 provided a receipt or not, the company paid all the
9 credit card charges, correct?

10 A Yes.

11 Q And actually, since we're looking at this
12 exhibit I'd like to walk through the general ledger
13 with you generally.

14 So the general ledger for 2023 for
15 Midwest Dock Solutions has a Cash On Hand account. Do
16 you see that?

17 A Yes.

18 Q What is cash on hand?

19 A Cash that they've been paid, cash that's
20 in the -- like maybe in a safe that isn't in the bank.

21 Q Got it.

22

23

24

Page 76

1 (WHEREUPON, said document was
2 marked as Plaintiffs' Exhibit
3 No. 192, for identification, as of
4 10/7/25, so marked by Mr. McJessey.)

5
6 BY MR. MCJESSEY:

7 Q Now, I'm showing you what's marked as
8 Exhibit 192, and this is the general ledger for
9 Dock & Door Install for the same year, 2023, correct?

10 A Yep, yes.

11 Q I could flip through the whole thing.
12 This one's considerably smaller, but it's still quite
13 long, but is that what this looks like to you?

14 A Yes.

15 Q Now, this doesn't have a Cash On Hand
16 account at the beginning, correct?

17 A Yes.

18 Q Is there a reason that Dock & Door
19 doesn't have a Cash On Hand account?

20 A They don't have any cash on hand.

21 Q Okay. That would be a good reason.

22 Now, are we back to Exhibit 205 on
23 your screen there?

24 A Yes.

Page 77

1 Q And then the next account is the 1010
2 account which is Old National Checking, and this looks
3 to be basically a reflection of every transaction that
4 would be reflected on the bank statements for Midwest
5 Dock Solutions, correct?

6 A Yes.

7 Q And do they just have the one account
8 with Old National Checking -- or strike that.

9 They only have one checking
10 account, correct?

11 A Correct.

12 Q Okay. And this is important as you've
13 described it earlier from the bank using the account
14 login information?

15 A Yes.

16 Q Is there information that's included here
17 that Gineris adds to the information that gets
18 downloaded?

19 A No.

20 Q Is there information that's included here
21 that Midwest Dock adds to the bank statement
22 information?

23 A No.

24 Q Okay. Like Sherry doesn't go through and

Page 78

1 review the bank statements and include information in
2 Xero that appears here, is that correct?

3 A No.

4 Q Did I ask the question well, do you
5 understand what I'm asking?

6 A I'm going to answer what I think you're
7 asking.

8 Q Okay.

9 A So where it says, "Payment: Opus Group"
10 on that February 1st, that doesn't come in from the
11 bank like that. That's actually picked up from Xero.

12 Q And that would be information that Sherry
13 enters into the Xero system?

14 A Right.

15 Q Okay. But would the deposit be part of
16 what comes from the bank statement?

17 A Yeah, all of the amounts and the dates
18 are exactly what comes in from the bank.

19 Q Okay.

20 A It could be the case that we call it
21 something different than the bank does. So, for
22 example, if they pay PayPal, that always comes in from
23 the bank as PayPal. We'll just call it what it is,
24 Amazon, for example.

Page 79

1 Q Okay.

2 A Okay.

3 Q And the invoices that are listed here,
4 those wouldn't come in from the bank either, correct?

5 A Correct.

6 Q Those are loaded in from Xero, also,
7 correct?

8 A Yes.

9 Q And going back to Dock & Door, it also
10 has Account 1010 which is its checking account,
11 correct?

12 A Yes.

13 Q And it just has the one checking account,
14 also, correct?

15 A Yes.

16 Q And, again, the amounts that are shown
17 here -- and we're on Page 5 of Exhibit 192 -- these
18 would all be amounts -- the amounts would come in from
19 the bank statements, is that correct?

20 A Yes.

21 Q Now, there's a series of at the top of
22 this page invoices that say, "Receivable Payment,
23 Payment: Midwest Dock Solutions." Do you see that?

24 A Yes.

Page 80

1 Q And it shows a series of invoices,
2 invoice numbers, correct?

3 A Yes.

4 Q And then amounts, and those are invoices
5 issued by Dock & Door to Midwest Dock Solutions,
6 correct?

7 A Yes.

8 Q And so are those -- those are entered
9 into the Xero system, correct?

10 A They are in Xero, yes.

11 Q So those aren't a part of the bank
12 statement, correct?

13 A Correct.

14 Q And the amounts here that show Payable
15 Payment, Payroll, are those amounts from the bank
16 statement or from ADP?

17 A Those are from ADP.

18 Q Okay. So this 1010 account includes bank
19 statements and ADP records and Xero records that are
20 entered by the company, correct?

21 A Yes.

22 Q Okay. And that's true for both
23 Dock & Door and Midwest Dock Solutions?

24 A Yeah.

<p style="text-align: right;">Page 81</p> <p>1 Q All right. You should have Exhibit 205</p> <p>2 again, correct?</p> <p>3 A Yes.</p> <p>4 Q And then there's a 1200 account that's</p> <p>5 Accounts Receivable, correct?</p> <p>6 A Yes.</p> <p>7 Q What is the Accounts Receivable GL?</p> <p>8 A That's for invoices they've sent out to</p> <p>9 their customers that we're waiting for payment on or</p> <p>10 that's where the payments get received on those</p> <p>11 invoices.</p> <p>12 Q Okay. So all of these entities that</p> <p>13 are -- where it says, "Receivable Invoice," those are</p> <p>14 companies that have received an invoice from Midwest</p> <p>15 Dock Solutions?</p> <p>16 A Yes.</p> <p>17 Q And then if it says, "Receivable</p> <p>18 Payment," I take it that reflects the payment of an</p> <p>19 invoice or at least a payment from the party that's</p> <p>20 listed there, is that correct?</p> <p>21 A Yes.</p> <p>22 Q So going back to Dock & Door, it also has</p> <p>23 an Accounts Receivable account, correct?</p> <p>24 A Yes.</p>	<p style="text-align: right;">Page 82</p> <p>1 Q All right. And we're on Page 45, and</p> <p>2 then it's over -- it's got a column that says,</p> <p>3 "Receivable Invoice, Midwest Dock Solutions," and then</p> <p>4 it's got a column that shows different projects. Do</p> <p>5 you see that?</p> <p>6 A Yes.</p> <p>7 Q Is that information that would be entered</p> <p>8 into the system by Dock & Door?</p> <p>9 A Yes.</p> <p>10 Q So Mr. Brutti would do that, correct?</p> <p>11 A Yes.</p> <p>12 Q And if you look through the Accounts</p> <p>13 Receivable, it looks like all of the Accounts</p> <p>14 Receivable are, I believe, Midwest Dock Solutions, is</p> <p>15 that correct?</p> <p>16 A Yes.</p> <p>17 Q And the Accounts Receivable shows both</p> <p>18 the invoices that are issued and the payments that are</p> <p>19 received, correct?</p> <p>20 A Yes.</p> <p>21 Q All right. And I've flipped through the</p> <p>22 entire year and all of the Accounts Receivable</p> <p>23 invoices and payments are just from Midwest Dock</p> <p>24 Solutions, correct?</p>
<p style="text-align: right;">Page 83</p> <p>1 A Yes.</p> <p>2 Q And it shows at the bottom here in the</p> <p>3 Accounts Receivable two numbers; one is \$1,553,099.75,</p> <p>4 and those are the amount of the invoices that have</p> <p>5 been issued for that year, correct?</p> <p>6 A Yes.</p> <p>7 Q And those are all invoices just issued to</p> <p>8 Midwest Dock Solutions, correct?</p> <p>9 A Yes.</p> <p>10 Q And then it shows \$1,633,467.25 for that</p> <p>11 year, and those are the payments received, correct?</p> <p>12 A Yes.</p> <p>13 Q And those are payments just received for</p> <p>14 Midwest Dock Solutions, correct?</p> <p>15 A Yes.</p> <p>16 Q Aside from maybe interest income is all</p> <p>17 of the income for Dock & Door listed in this GL</p> <p>18 account?</p> <p>19 A Yes.</p> <p>20 Q And that's true for each year, that's how</p> <p>21 the GL Account 1200 for Dock & Door is -- that's what</p> <p>22 it reflects, right, who paid it and who it invoiced?</p> <p>23 A Yes.</p> <p>24</p>	<p style="text-align: right;">Page 84</p> <p>1 (WHEREUPON, said document was</p> <p>2 marked as Plaintiffs' Exhibit</p> <p>3 No. 193, for identification, as of</p> <p>4 10/7/25, so marked by Mr. McJESSY.)</p> <p>5</p> <p>6 BY MR. MCJESSY:</p> <p>7 Q All right. I'd like to show you what's</p> <p>8 been marked as Exhibit 193, and this appears to be</p> <p>9 Dock & Door's Federal tax return for 2023. I'm</p> <p>10 flipping through it sort of quickly, but does that</p> <p>11 look like what that document is?</p> <p>12 A Yes.</p> <p>13 Q And, again, it has some highlighting that</p> <p>14 I've added, but this is a document that Gineris</p> <p>15 produced, is that correct?</p> <p>16 A Yes.</p> <p>17 Q And at the bottom it shows it was</p> <p>18 prepared by Kellen Leone, is that correct?</p> <p>19 A Yes.</p> <p>20 Q K-e-l-l-e-n L-e-o-n-e.</p> <p>21 And it shows gross sales of</p> <p>22 \$1,630,467, and that's the same amount that was shown</p> <p>23 on that GL account total, correct?</p> <p>24 A Yes.</p>

Page 85

1 Q All right. So all of the income that
2 Dock & Door received in 2023 came from Midwest Dock
3 Solutions, correct?

4 A Yes.

5 Q And on the tax return there's a section
6 for Compensation of Officers. Do you see that?

7 A Yes.

8 Q And what does that reflect?

9 A The salary of Anthony Brutti.

10 Q And it would just be him, correct?

11 A Yes.

12 Q And does that include both the salary and
13 amounts paid for his medical benefits?

14 A I'd have to look, but I believe so.

15 Q Okay.

16 A Yes, it does.

17 Q And would those be reflected on his W-2
18 form?

19 A Yes.

20
21 (WHEREUPON, said document was
22 marked as Plaintiffs' Exhibit 191,
23 for identification, as of 10/7/25,
24 so marked by Mr. McJessey.)

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1 BY MR. MCJESSEY:

2 Q So I'm showing you now what's been marked
3 as Exhibit 191, and that's Mr. Brutti's W-2 for 2023.
4 Do you see that?

5 A Yes.

6 Q And it shows wages of \$71,031.76,
7 correct?

8 A Yes.

9 Q And that's the amount that we saw on the
10 tax form, correct?

11 A Yes.

12 Q I'm back to Exhibit 193 which is his tax
13 form.

14 Now, this tax return shows -- for
15 rents it shows zero amount paid, correct?

16 A Yes.

17 Q As far as you know, does Dock & Door --
18 it doesn't have a rent expense, does it?

19 A Correct.

20 MR. MCJESSEY: You know, we've been going about
21 another hour. I think I'd like to take another
22 five-minute break and then come back.

23 I probably am not going to finish
24 up in the next hour, so we may also want to talk about

Page 87

1 whether it makes sense to take a short lunch break at
2 some point, but do you think you can go another hour?

3 THE WITNESS: Yes.

4 MR. MCJESSEY: Okay. Then we'll take five
5 minutes and then we'll resume.

6
7 (WHEREUPON, a short break was had.)

8
9 MR. MCJESSEY: All right. Back on the record.
10 BY MR. MCJESSEY:

11 Q Continuing along with Exhibit 205, the
12 general ledger, the next account is 1202 AR - Trade.
13 What does that account deal with? Let me --

14 A AR - Trade?

15 Q Yes. Let me put it up on the screen and
16 share it again. I'm sorry.

17 There you go. Do you see that?

18 A The 1202 account?

19 Q Yes.

20 A Okay. So that is to reclassify any
21 overpayments. This is Midwest Dock, right?

22 Q Correct.

23 A They file on the cash basis. So when we
24 convert the financial statement from accrual basis to

Page 88

1 cash basis, sometimes there are overpayments that
2 haven't been taken care of yet. So we have to move
3 those down to the Liability section, and we have to do
4 that by creating a separate account.

5 Q Okay. And then going to Dock & Door it
6 doesn't have a similar account. Is there a reason for
7 that?

8 A They don't have overpayments.

9 Q Okay. Its only customer is Midwest Dock
10 Solutions, correct?

11 A Yes.

12 Q Did that go back to the Exhibit 205?

13 A Yes.

14 Q And this one has the AR - Employees
15 Account 1221, and that's what we talked about where
16 any credit card reconciliations where the employees
17 had to pay for amounts charged on the credit card
18 would appear, correct?

19 A Yes.

20 Q All right. And without going through all
21 of the general ledgers that you produced for Midwest
22 Dock Solutions is it fair to say that if there were
23 adjustments made where the employees had to reimburse
24 the company for credit card charges, they would always

Page 89

1 appear in this 1221 AR - Employees, account?

2 A Yes.

3 Q Now, you mentioned here for this account
4 the company may have paid Mr. Stoltenberg before he
5 appeared on -- before he was added to their payroll
6 account, is that right?

7 A If we were missing a direct deposit, it
8 could have been that he -- we ran his check -- we paid
9 him the check and then ran his paycheck through ADP at
10 a later date or if he was just missing some piece of
11 information for the employment, yeah.

12 Q Okay. And there's an Account 1450 here
13 that's called Prepaid Payroll. Do you see that?

14 A Yes.

15 Q Actually, this is Prepaid Payroll and
16 other Taxes, and if you look at the Midwest -- or I'm
17 sorry. If you look at the Dock & Door 2023 general
18 ledger, Exhibit 192, it's got an
19 Account 1401 - Prepaid Payroll. Do you see that?

20 A Yes.

21 Q What is the Prepaid Payroll for
22 Dock & Door?

23 A So ADP debits the funds for the payroll
24 one day before the paycheck date. When that lands at

Page 90

1 the end of the month, it throws off the accounts and
2 shows it as overpaid. It will show like the payroll
3 was overpaid. So we create this account or we move
4 the payments to a prepaid account so that at
5 August 31st we aren't showing an overpaid payroll in
6 the Liability section.

7 Q Okay. And then what's the
8 Account 1402 - Prepaid Shareholder Medical, what's
9 that for?

10 A He had paid the December payroll.
11 December of 2022 he paid January's shareholder medical
12 in December 2022. We had already accounted for all of
13 the shareholder medical for 2022, so we moved this as
14 a prepaid, and then on January 1st, 2023, we created a
15 journal entry to move it to the P & L where it should
16 be.

17 Q I see.

18 And then how about Prepaid Payroll
19 Taxes, 1403?

20 A Okay. Prepaid Payroll Taxes, that's,
21 again, a timing difference for that August 31st debit
22 for the September 1st paycheck. It goes back to the
23 Prepaid Payroll.

24 Q Okay. And Prepaid PTE Tax, what's that

Page 91

1 referring to?

2 A That's Pass-through Entity Tax. It's
3 like an income tax that the company pays. We pay
4 estimates quarterly.

5 Q Okay. Now, I note that -- for example,
6 I'm going to show you the two GL statements. First
7 what I'd like you to do is notice the
8 Account 1410 - Prepaid PTE Tax and the
9 Account 1450 - Savings Bonds. Do you see those two
10 account numbers on the GL account?

11 A Yes.

12 Q Okay. That's for Dock & Door, and then
13 if I show you the GL account -- or the general ledger
14 for Midwest Dock Solutions, it also has a 1450
15 account, but it's for Prepaid Payroll and other Taxes
16 and it's got also a Prepaid PTE account, but this one
17 is 1452 instead of 1410.

18 A Uh-huh.

19 Q So my question is I assume these account
20 numbers for the GL accounts while they're often
21 similar and sometimes the same, the number and the
22 description are different in some instances between
23 the two companies. Do you see that?

24 A Yes.

Page 92

1 Q Are the account numbers set up in any
2 particular way?

3 A Just in groups. So like the AR accounts
4 are all 1200 accounts. The bank accounts are always
5 1000 accounts. These prepaid accounts are usually 13
6 and 1400 accounts. Asset accounts like your capital
7 assets are 1500 to 1700 accounts.

8 Q And that would be true for both of these
9 companies?

10 A Yes.

11 Q And it would be true for pretty much any
12 company that you're doing the accounting for, is that
13 correct?

14 A Yes.

15 Q Okay. So looking at the general ledger
16 account for 2023, Exhibit 205, for Midwest Dock
17 Solutions it shows an Account 1510 for Vehicles. Do
18 you see that?

19 A Yes.

20 Q Would acquisition of vehicles be in the
21 1500's?

22 A Yes.

23 Q Okay. And it also shows an Account 1520,
24 and it looks like it's to record the sale of a 2013

Page 93

1 Skyjack, is that correct?

2 A Yes. The equipment account is to record

3 purchases or sale of assets.

4 Q Okay. So there's also a purchase of a

5 2023 Skyjack recorded there, correct?

6 A Yes.

7 Q And if we go back to Dock & Door

8 Install's 2023 general ledger, there's no accounts in

9 the 1500's, 1600's or 1700's, correct?

10 A Yes.

11 Q And what did you say those Accounts 15,

12 16 and 1700's account for?

13 A The assets, like the capitalized assets.

14 Q So this would indicate Dock & Door has no

15 capitalized assets, is that correct?

16 A Yes.

17 Q And it does have -- it refers to savings

18 bonds here. Do you see that?

19 A Yes.

20 Q Do you know, were those savings bonds

21 payable to Dock & Door or to Mr. Brutti individually?

22 A I don't know.

23 Q Okay. Does the fact that they're listed

24 here suggest that they're assets of Dock & Door?

Page 95

1 A Yes.

2 Q It shows an account for Furniture and

3 Equipment. Do you see that?

4 A Yes.

5 Q It shows an opening balance of \$1,000.

6 What's that reflect?

7 A Whatever they had bought in a prior year,

8 maybe a desk. I don't know.

9 Q And then GL Account 1650 - Accumulated

10 Depreciation, what's that reflect?

11 A The depreciation that's been accumulated

12 on all of the assets.

13 Q And is this a manual entry that Gineris

14 does?

15 A Yes.

16 Q Manual journal, is that what that means?

17 A Yes.

18 Q And can you just describe for me the

19 first line, what that's recording, January 21st, 2023?

20 A It's recording that month's portion of

21 the depreciation. So we get a year total, and then we

22 break it out by month.

23 Q Okay.

24 A And it's recording the accumulated

Page 94

1 A Yes.

2 Q And the next account here is

3 Account 2200 - Accounts Payable. Do you see that?

4 A Yes.

5 Q And what is Account 2200 - Accounts

6 Payable?

7 A Bills that you would enter, so payments

8 made to vendors or in this case the payroll.

9 Q Okay. And looking through this account

10 it looks like the only -- all of the payments in the

11 Accounts Payable Department are -- Strike that.

12 It looks like all of the payments

13 in the Accounts Payable GL Account 2200 are for

14 payroll, correct?

15 A Yes.

16 Q And then the Account 2360 - Payroll Tax

17 Payable, that's the payroll taxes that the company

18 withheld from the employees and that the company owes

19 or is it one or the other?

20 A It's both.

21 Q All right. And if we go back to

22 Exhibit 205, which is the Midwest Dock Solutions

23 general ledger, do you have that in front of you

24 again?

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1 depreciation and then the depreciation expense onto

2 the P & L.

3 Q And what does the No. 131327 reflect?

4 A That's just the manual journal number.

5 It's automatically generated from zero.

6 Q And how do you calculate the \$4,375.09?

7 A We pull a Fixed Asset Report from our tax

8 software, and we divide that number by 12 so that we

9 can record it each month.

10 Q So does the Fixed Asset Report have a

11 list of assets that are being depreciated?

12 A Yes.

13 Q And would that list also be part of the

14 tax return?

15 A Yes.

16

17 (WHEREUPON, said document was

18 marked as Plaintiffs' Exhibit

19 No. 206, for identification, as of

20 10/7/25, so marked by Mr. McJessey.)

21

22 BY MR. MCJESSEY:

23 Q All right. And you should have now in

24 front of you Exhibit 206.

Page 97

1 A Yes.

2 Q This is the tax return for Midwest Dock

3 Solutions for 2023, correct?

4 A Yes.

5 Q And if we go further back in here, it has

6 a Page 18. It says, "Federal Statements." Do you see

7 that?

8 A Yes.

9 Q And then it's got Regular Depreciation

10 and then it's got Property Type. Do you see that?

11 A Yes.

12 Q Are these assets of Midwest Dock

13 Solutions that are being depreciated?

14 A Yes.

15 Q Okay. And then we if go further back,

16 there's a page, a Page 26. It's a Federal Asset

17 Report. Do you see that?

18 A Yes.

19 Q And this also -- well, can you tell me

20 what this document is?

21 A This breaks down the assets and how they

22 were depreciated. So like that top one that says,

23 "Section 179 Expense," that was taken as a 179, not

24 just depreciated over five years. We took all of the

Page 98

1 depreciation according to, I guess, IRS Code

2 Section 179 that you could take all of the

3 depreciation in the year for that -- for those assets.

4 Q I see.

5 And then the five-year GDS

6 Property, what does that refer to?

7 A I don't know that, but I do know MACRS is

8 just the depreciation. It factors in bonus

9 depreciation and also spreads it out over the five

10 years.

11 Q Okay. And you said, "MACRS." It's

12 M-A-C-R-S. Is that what you were referring to?

13 A Yes.

14 Q And that's an acronym for something?

15 A Yes.

16 Q And what does Prior MACRS refer to?

17 A All assets that are still on there that

18 are fully depreciated.

19 Q Okay.

20 A So in that last column it says, "Zero for

21 current."

22 Q Oh, yes.

23 A Yeah, there's no current depreciation on

24 those assets.

Page 99

1 Q And are all those assets as far as

2 Gineris is concerned still assets of the company?

3 A Yes.

4 Q All right. And then what about the

5 Listed Property at the bottom?

6 A Listed Property had something to do with

7 vehicles. I don't know -- for tax.

8 Q And lastly, I'm showing you what's

9 been -- what's titled "Quality Property Report." It's

10 Page 29 of this exhibit. Do you see that?

11 A Yeah, Qualified Property, yes.

12 Q Yes, Qualified Property Report. What

13 does this report reflect?

14 A I don't know.

15 Q And there's a column -- or a

16 GL account here 1790 - Accumulated Amortization. What

17 does that account reflect?

18 A The amortization of intangible assets.

19 Q And then it looks like the next account

20 here is the GL account we looked at which is the Chase

21 Ink credit card account?

22 A Yes.

23 Q And then there's an AP Trade account

24 here, 2202. Can you tell me what that refers to?

Page 100

1 A Yes, that's also for overpayments. When

2 we switch the financial statements to cash basis, if

3 there's an overpayment that hasn't been applied, then

4 we have to move it to the Asset section.

5 Q All right. What is the method of

6 accounting for Dock & Door, is it accrual or cash

7 basis?

8 A The method of accounting is accrual for

9 the books; for tax it's cash.

10 Q And the same is true for Midwest Dock

11 Solutions?

12 A Yes.

13 Q All right. There's an account -- I

14 believe you're still looking at Exhibit 205, Midwest

15 Dock Solutions' general ledger, is that right?

16 A Yes.

17 Q And there's an account here 2550 - Due

18 to/from Officer - Tony Zarlengo. Do you see that?

19 A Yes.

20 Q What does this reflect?

21 A Personal transactions he's made on the

22 credit cards or out of the bank.

23 Q Okay. What does that mean?

24 A So if he's -- let's say, for example, if

Page 101

1 he used his Chase Ink card at Whole Foods, that's a
2 personal charge. We're not going to expense that. He
3 basically has to pay it back or we give the same
4 amount to Mike Richert and they both take them as
5 dividends.

6 Q So there's a -- for example, I just --
7 there's an entry September 1st, 2023, Spend Money,
8 Tony Zarlengo, and it's \$180,000. Do you see that?

9 A Yeah, that was a check written to him.

10 Q And so is that like a dividend
11 distribution or how --

12 A Yes. So we record everything, like all
13 personal transactions or distributions made out to the
14 shareholders as AR Officer or Due to/from Officer, and
15 then at the end of the quarter or the end of the year
16 we move all of those to distributions.

17 Q And so I'm showing you Exhibit 192, and
18 this is Dock & Door's general ledger, and there's an
19 account, same Account No. 2550, Due to/from Officer.
20 Do you see that?

21 A Yes.

22 Q And are these personal transactions for
23 Mr. Brutti?

24 A Yes.

Page 103

1 Q Okay. So part of the reconciliation of
2 the accounts?

3 A Yes.

4
5 (WHEREUPON, said document was
6 marked as Plaintiffs' Exhibit
7 No. 107, for identification, as of
8 10/7/25, so marked by Mr. McJessy.)

9
10 BY MR. MCJESSY:

11 Q Okay. I'd like to show you what's been
12 marked previously as Exhibit 107, and this is a text
13 message that you produced, a text message that you had
14 with Tony Zarlengo, correct?

15 A Yes.

16 Q And this is dated about a month after
17 that distribution. There's a text message here dated
18 June 13th, 2023. Do you see that?

19 A Yes.

20 Q And it says, "Hey, Tony, long time no
21 talk. I hope you're well. I'm reviewing Dock & Door
22 for May. I saw that Tony took a \$5,000 distribution.
23 Were you aware of this? Do you want me to notify you
24 in the future?" Do you see that?

Page 102

1 Q And it looks like -- do you know what --
2 like Tech One Parts, do you know what that's for?

3 A I believe it was for the race car.

4 Q I was going to ask you know he has a race
5 car that he engages in racing?

6 A Yes.

7 Q And there are expenses that are paid
8 through Dock & Door for the racing, correct?

9 A Yes.

10 Q All right. And are those -- are some of
11 those expenses included as business expenses?

12 A I tried to pick up the ones -- they could
13 slip through, but, yes, I tried to pick them up, and
14 if he's paying for advertising like for the race car,
15 if Dock & Door is paying for advertising, then we
16 issue him a 1099 at the end of the year, and you
17 wouldn't see those here in the Due to/from Officer.

18 Q And Gineris prepares the 1099's?

19 A Yes.

20 Q All right. Now, do you see that there's
21 a distribution there for May of 2023 of \$5,000?

22 A Yes.

23 Q How would you become aware of that?

24 A I would see the check clear the bank.

Page 104

1 A Yep.

2 Q All right. And Tony is Tony Brutti,
3 correct?

4 A Yes.

5 Q And you typically notified Tony Zarlengo
6 if there were distributions taken out of Dock & Door
7 by Mr. Brutti, correct?

8 A Can you ask that again?

9 Q Yes.

10 You would typically notify
11 Mr. Zarlengo if there were distributions taken out of
12 Dock & Door by Mr. Brutti, correct?

13 A No.

14 MR. HUGHES: Objection to form.

15 BY MR. MCJESSY:

16 Q Okay. Did you do that -- have you done
17 that on other occasions?

18 A No.

19 Q This is the only occasion that you recall
20 doing that?

21 A Yes.

22 Q And why did you do that?

23 A Maybe the amount.

24 Q Okay. What about the amount?

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1 A It was just more than normal, I guess.
 2 Yeah, I don't know why I did.
 3 Q Okay. So it was a particularly large
 4 amount?
 5 A Yes.
 6 Q And so, obviously, you wanted Tony
 7 Zarlengo to be aware of it, correct?
 8 A Yes.
 9 Q Okay. And then he responds "Yes, we told
 10 him to, no issue. Thanks. We are working on this
 11 mile thing also for sales guys." Do you see that?
 12 A Yes.
 13 Q And you're asking Mr. Brutti in your
 14 e-mail do you want me to notify you in the future. Do
 15 you see that?
 16 A Yes.
 17 Q To your knowledge, has Mr. Brutti taken
 18 any distributions of a similar amount or larger since
 19 then?
 20 A I'd have to look that up.
 21 Q All right. And going back to -- you
 22 should have Exhibit 205 in front of you again, is that
 23 correct?
 24 A Yes.

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1 company, correct?
 2 A Yes.
 3 Q And going back to Exhibit 192, this has
 4 the entry -- earlier I had asked you about loans to
 5 Dock & Door, and you mentioned that it only had one
 6 loan on the books that wasn't being serviced. Do you
 7 recall that testimony?
 8 A Yes.
 9 Q And this is the loan you were referring
 10 to, the loan from J.D. Brutti, correct?
 11 A Yes.
 12 Q And that's pretty much been on the books
 13 for as long as you have been keeping the records for
 14 the company?
 15 A Yes.
 16
 17 (WHEREUPON, said document was
 18 marked as Plaintiffs' Exhibit
 19 No. 106, for identification, as of
 20 10/7/25, so marked by Mr. McJessy.)
 21
 22 BY MR. MCJESSY:
 23 Q Okay. I'm sharing with you now
 24 Exhibit 106 which is a text message exchange between

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1 Q And then the next GL accounts here are
 2 2756, 2757, 2758, and they look like they're for
 3 vehicle expenses, is that correct?
 4 A Yes -- oh, let me see. Those are for
 5 vehicle payments.
 6 Q Okay. Is that loan payments that the
 7 company is making on vehicles it has purchased?
 8 A Yes.
 9 Q Looking at Account 2551 where it says,
 10 "Due to/from Officer - Mike Richert" there's an entry
 11 there that says, "To reclassify AR Officer to
 12 Dividends - Mike Richert, \$108,500." Do you see that?
 13 A Yes.
 14 Q What does that mean?
 15 A That's where we're reclassifying his AR
 16 Officer Due to/from Officer dividends. You should see
 17 a similar entry, the same entry on Tony.
 18 Q (Indicating.)
 19 A Yeah, it's right there.
 20 Q I see.
 21 So that's reclassifying it to
 22 dividends?
 23 A Yes.
 24 Q That's money they're taking out of the

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1 you and Mr. Brutti, correct?
 2 A Yes.
 3 Q And there's a text message there dated
 4 January 14th, 2024, "Hey, Tony, we have a loan from
 5 J.D. Brutti on the books since the company's
 6 inception. Do you know about this," and his response
 7 is, "Yeah, it's the original start-up money for Mike
 8 and Tony back when I first started. I think they
 9 wanted to keep the two businesses as separate as
 10 possible so they just put my dad's name on it." Is
 11 that what the exchange says?
 12 A Yes.
 13 Q And that's what Mr. Brutti told you about
 14 this loan that's on GL Account 2600, correct?
 15 A Yes.
 16 Q All right. Do you have any reason to
 17 doubt that?
 18 A No.
 19 Q All right. Now I'm showing you what's
 20 marked as -- it's still Exhibit 205. It's the general
 21 ledger account for Dividends Paid. Do you see that?
 22 A Yes.
 23 Q And that's Account 3600?
 24 A Yes.

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1 Q And where it says, "To reclassify AR
2 Officer to dividends," those are -- well, explain to
3 me what those are again.

4 A So those are coming from the Due to/from
5 Officer accounts, the one for Mike and the one for
6 Tony Zarlengo, and so we're reclassifying them as
7 dividends.

8 Q Okay. So originally when the transaction
9 occurs, it goes into the general ledger as a Due
10 to/Due from entry and then it's reclassified later as
11 a dividend, is that it?

12 A Yes.

13 Q Why does it go in as a Due to/Due from
14 entry?

15 A So that we keep the dividends account
16 clean so it's easier to follow and make sure that,
17 especially when there's more than one shareholder, you
18 can see that the entries -- the dividends are
19 proportionate to their share ownership.

20 Q Okay. So I just want to see if -- can
21 you tell me what the number at the bottom here
22 (indicating) means, the \$678,545.66 number?

23 A That looks like it's the total of the
24 dividends for the year, plus the 111 from the prior

Page 110

1 year.

2 Q I see.

3 The 111 is from the prior year?

4 A Yeah.

5 Q So the \$567,482.10 number, that's from
6 this year, from 2023?

7 A Yes.

8 Q Okay. And that's effectively how much
9 they took out in dividends?

10 A Yes.

11 Q So then looking at Exhibit 192, does the
12 same analysis apply to this Account 2550 -- oh, I'm
13 sorry. Wait a minute. It's at the bottom, 3600.
14 That's what I wanted to focus on. It looks like it
15 starts on this page and continues onto the next page.

16 So is the \$1,590.79 number the
17 dividends from this year?

18 A Yes.

19 Q What about the dividend above here
20 (indicating), the \$5,000 dividend in the Due to/Due
21 from Officer?

22 A Okay. So we have debits and credits in
23 this account. Yeah, so these debits would be the --
24 would be all going to Mr. Brutti, and then the credits

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1 that are coming off -- so you have this journal entry
2 to reclassify advances. That reduced his AR Officer.
3 So the vehicle expense, he gets the mileage expense.
4 He records miles and turns it in. So that would
5 essentially have been a check paid out to him, but we
6 used it to reduce the funds that he had already taken.
7 So it reduced his dividends for the year. So the
8 right side reduces the left side.

9 Q I see.

10 So he takes a mileage expense, and
11 as a result of that, he doesn't have to declare the
12 full \$5,000 as income, for example?

13 A Well, a dividend is an income. He's
14 paying the tax on it anyway.

15 Q I'm trying to understand the offset for
16 the mileage.

17 A Go back. The mileage would have been
18 money owed to him.

19 Q Right.

20 A So basically it cut into his dividend.
21 He didn't get the money.

22 Q I see.

23 A It reduced his dividend.

24 Q All right. And then if we look at

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1 Exhibit 205 again, the next account is Sales. Do you
2 see that?

3 A Yes.

4 Q Or it's not the next account, but you see
5 GL Account 4000 for Sales?

6 A Yes.

7 Q And what does this record?

8 A All the invoices that were sent to
9 customers.

10 Q So all of these (indicating) where it
11 says, "Receivable Invoice" and then it has a name of a
12 company, those are all companies that Midwest Dock
13 Solutions is invoicing for its services --

14 A Yes.

15 Q -- or products that it sold, either way I
16 presume?

17 A Okay. Yes.

18 Q And then if we go to Exhibit 192, that's
19 Dock & Door's general ledger, and these are all the
20 invoices it issued for the year, is that correct?

21 A Yes.

22 Q And all of its invoices have only gone to
23 Midwest Dock Solutions, correct?

24 A Yes.

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1 Q It doesn't have any other customers,
2 correct?
3 A Yes.
4 Q All right. Going back to Exhibit 192,
5 this has an account for Supplies. Do you see that?
6 A Yes.
7 Q And what's the Supplies account for?
8 A Supplies used on the job.
9 Q Okay. And do you have a way to know what
10 specifically was purchased that shows up in the
11 Supplies account or how do these transactions get
12 recorded into the Supplies account?
13 A The transaction flows through the bank
14 and it gets recorded. I don't see the receipts.
15 Q So, for example, if the charge for
16 Menards was a personal charge for an item used by
17 Mr. Brutti personally and not part of the business,
18 would you know that?
19 A No.
20 Q Okay. And then the Productive Labor GL
21 Account 5040, what's that showing?
22 A The payroll for the employees out on the
23 job.
24 Q Okay. So should this number up here

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1 (indicating), this \$695,296 figure, should that equal
2 the payroll for the company for the year?
3 A Yeah.
4 Q All right.
5 A It would equal the -- yes, plus all the
6 other stuff that's included in payroll, but, yes, that
7 would be for that department, yes.
8 Q Okay. And as I understand it, there's
9 really only two parts of Dock & Door's payroll,
10 there's the workers who would be in Productive Labor
11 and Mr. Brutti who would be Gross Wages Officer,
12 correct?
13 A Yes.
14 Q So all the workers would be up in
15 Productive Labor and Mr. Brutti would be I take it in
16 Account 6000 Gross Wages Officer?
17 A Yes.
18 Q And this number, the 66,100, that doesn't
19 include payments for medical, right?
20 A No.
21 Q Okay. You'd have to add in the other --
22 the number, the one below that Shareholder Medical,
23 correct?
24 A Yes.

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1 Q And then, for example, the next GL column
2 is 6050 - Advertising. Do you see that?
3 A Yes.
4 Q And that's Anthony Brutti's sponsorship,
5 that's for his racing, correct?
6 A Yes.
7 Q And is that included as a company
8 expense?
9 A Yes.
10 Q All right. And then is Mr. Brutti the
11 one who makes the ultimate call that that's part of
12 his company expense?
13 A I don't know.
14 Q Well, who decides that it's a company
15 expense?
16 A Like how it gets coded or who would
17 decide -- I guess Anthony is the one that decides how
18 much he's going to pay out towards the advertising,
19 yeah.
20 Q And then Dues and Subscriptions, do you
21 see that?
22 A Yes.
23 Q And it's Champion Racing Association
24 Membership, is that correct?

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1 A Yes.
2 Q All right. And that's also related to
3 his racing, correct?
4 A Yes.
5 Q And that's included as a company expense,
6 correct?
7 A Yes.
8 Q And then I'm showing you what's
9 Account 6850 - Office Expense. Do you see that?
10 A Yes.
11 Q And there's a lot of charges on here it
12 looks like to Jewel Osco and Walgreens, Dyer Fitness.
13 Do you know what these specific charges are for?
14 A No.
15 Q They just get imported as part of the
16 bank statements?
17 A Yes.
18 Q And how do they get coded as office
19 expenses?
20 A We code them.
21 Q Somebody in the Bookkeeping Department
22 would do that?
23 A Yes.
24 Q And I don't remember her name, but you

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1 mentioned somebody earlier who was the bookkeeper for
 2 Dock & Door.
 3 A Saurabh.
 4 Q Thank you.
 5 And she would go through and code
 6 these things like that, correct?
 7 A Yes.
 8 Q All right. If these were personal
 9 expenses, how would you know that?
 10 A We wouldn't.
 11 Q And some of these say, "Point of Sale
 12 Debit Card Purchase." Do you see that?
 13 A Yes.
 14 Q And is that information also imported as
 15 part of the bank statement?
 16 A Yes.
 17 Q So basically somebody's using a debit
 18 card to make these purchases, is that correct?
 19 A Yes.
 20 Q And I think you said this, but I want to
 21 make sure. You don't see the receipts for any of
 22 these purchases, correct?
 23 A Correct.
 24 Q Next account is Legal and Professional

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1 Fees. Do you see that?
 2 A Yes.
 3 Q And it shows Gineris & Associates and
 4 Lawrence, Kamin, Saunders & Uhlenhop, LLC. Do you see
 5 that?
 6 A Yes.
 7 Q And these look like they're payments at
 8 least the checks -- or the payments to
 9 Gineris & Associates look like they're either debits
 10 or ACH withdraws. Do you know how that works?
 11 A Yes.
 12 Q How does that work?
 13 A He -- we just withdraw the funds from the
 14 bank. He would have set up that, an ACH form with us
 15 to give us permission to withdraw the payment.
 16 Q So you issue an invoice and then do an
 17 automatic transfer from the account?
 18 A Yes.
 19 Q And you mentioned that you had a flat fee
 20 agreement?
 21 A Yes.
 22 Q There are some payments that are
 23 different amounts, like, for example, there's 675 and
 24 an 882 and then 1200. Can you tell me like how the

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1 charges work?
 2 A Sure. I could go through the invoices,
 3 but those look like reimbursements. So if we did his
 4 annual report with Illinois, that fee is not included,
 5 and then we'd also have to get a reimbursement for the
 6 cost of it.
 7 Q I see.
 8 So you advance fees and expenses on
 9 behalf of Dock & Door as part of your services?
 10 A Yes.
 11 Q And then the next category I want to ask
 12 you about is Repairs and Maintenance, Account 7500.
 13 Do you see that?
 14 A Yes.
 15 Q And then it looks like there's quite a
 16 number of charges to NAPA Auto Parts and O'Reilly Auto
 17 Parts, left-handed chassis. Do you know whether these
 18 are expenses related to Mr. Brutti's racing
 19 activities?
 20 A No, I don't.
 21 Q But they could be?
 22 A I suppose.
 23 Q Would it make any difference for your
 24 accounting purposes whether they were or weren't, like

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1 if he says, "That's part of my business," then would
 2 you include -- then those items would be properly part
 3 of Dock & Door, right?
 4 A Yes, yeah.
 5 Q Do you have an understanding of whether
 6 his racing activities are part of Dock & Door?
 7 A I don't have an understanding of that.
 8 Q Okay. And then it says, "Shop Supplies"
 9 here, Account 7594. Do you see that?
 10 A Yes.
 11 Q And it looks like there's a lot of Amazon
 12 charges, some Ace Hardware charges. You don't know
 13 what any of these specific charges are for, is that
 14 correct?
 15 A Correct.
 16 Q So it could be for personal expenses and
 17 you wouldn't know that, is that correct?
 18 A Correct.
 19 MR. HUGHES: Objection; calls for speculation,
 20 asked and answered, beyond the scope.
 21 BY MR. MCJESSY:
 22 Q All right. Now I'm looking at the
 23 category that's Vehicle Expense, which is
 24 Account 7760, and again -- well, let me ask you some

<p style="text-align: right;">Page 121</p> <p>1 of these charges on here, especially the ones at the</p> <p>2 top. They don't have an entry that describes where it</p> <p>3 came from. Do you see that?</p> <p>4 A Yes.</p> <p>5 Q Do you know how these entries would have</p> <p>6 been made, would they still come from the bank</p> <p>7 statement?</p> <p>8 A Yes, they all came from the bank</p> <p>9 statement.</p> <p>10 Q And how do we know that?</p> <p>11 A Because that's how we get the</p> <p>12 transaction.</p> <p>13 Q All right. So even if they don't have a</p> <p>14 reference like a Point of Sale debit card, they still</p> <p>15 came from the bank statement?</p> <p>16 A Yeah, sometimes that reference there gets</p> <p>17 deleted during the reconciliation.</p> <p>18 Q All right. Now, I want you to take a</p> <p>19 look at -- this is Account 5010 that's called</p> <p>20 Subcontracted Services for Midwest Dock Solutions. Do</p> <p>21 you see that in --</p> <p>22 A Yes.</p> <p>23 Q -- 205 again?</p> <p>24 And at the bottom of it -- and</p>	<p style="text-align: right;">Page 122</p> <p>1 you'll see that it lists -- it's got a lot of numbers</p> <p>2 here that are listed in the middle, and I'm not sure</p> <p>3 what those are. I don't recall, but do you see how</p> <p>4 the entries here in December 2023 have quite a bit of</p> <p>5 detail included including like who was working and the</p> <p>6 date they were working, do you see that?</p> <p>7 A Yeah.</p> <p>8</p> <p>9 (WHEREUPON, said document was</p> <p>10 marked as Plaintiffs' Exhibit</p> <p>11 No. 203, for identification, as of</p> <p>12 10/7/25, so marked by Mr. McJessey.)</p> <p>13</p> <p>14 BY MR. MCJESSY:</p> <p>15 Q All right. I'm going to show you what</p> <p>16 I've marked as Exhibit 203 which is the general ledger</p> <p>17 for Midwest Dock Solutions for 2022. Do you see that?</p> <p>18 A Yes.</p> <p>19 Q And let's see. I'm going to turn to</p> <p>20 Page 537 of that exhibit. Do you see this is again</p> <p>21 Account 510 Subcontracted Services?</p> <p>22 A Yes.</p> <p>23 Q And that's on Page 536 but on 537, and</p> <p>24 there's a number of entries here. There are payable</p>
<p style="text-align: right;">Page 123</p> <p>1 invoices and it has the invoice number there across.</p> <p>2 Do you see 8252, 8251, 8250, they're highlighted?</p> <p>3 A Yes.</p> <p>4 Q All right. What I'd like you to notice</p> <p>5 here before I leave this exhibit is they go from 8240</p> <p>6 to 8252. Do you see that?</p> <p>7 A Yes.</p> <p>8</p> <p>9 (WHEREUPON, said document was</p> <p>10 marked as Plaintiffs' Exhibit</p> <p>11 No. 170, for identification, as of</p> <p>12 10/7/25, so marked by Mr. McJessey.)</p> <p>13</p> <p>14 BY MR. MCJESSY:</p> <p>15 Q And you should have Exhibit 170 now in</p> <p>16 front of you, is that correct?</p> <p>17 A Yes.</p> <p>18 Q So that's a deposit ticket, and then</p> <p>19 attached to it are two deposit summaries from</p> <p>20 Dock & Door Install, and the deposit summaries have</p> <p>21 totals. It has a list of invoice numbers, and then it</p> <p>22 has a total at the bottom and there's two of them and</p> <p>23 they're both dated -- February 18th, 2022, is the</p> <p>24 payment date. Do you see that?</p>	<p style="text-align: right;">Page 124</p> <p>1 A Yes.</p> <p>2 Q And the first one if you look at it, it</p> <p>3 starts with Invoice No. 8240 and goes down to 8252 and</p> <p>4 then it continues on, but the highlighted lines were</p> <p>5 8240 to 8252 on the general ledger I showed you.</p> <p>6 So this is a deposit summary from</p> <p>7 Dock & Door, and then attached to it it has invoices,</p> <p>8 and if you look at the first one, it's 8240, 8241,</p> <p>9 8242, 8243. Do you see that, they're in sequence?</p> <p>10 A Yes.</p> <p>11 Q And there's a description of work on each</p> <p>12 of them. So 8240 is Jake Rodgers. It has a date. It</p> <p>13 has a project description, Principle Morgan Chicago.</p> <p>14 Do you see that?</p> <p>15 A Yes.</p> <p>16 Q Okay.</p> <p>17 MR. HUGHES: I'm going to object to foundation</p> <p>18 of these invoices, competency.</p> <p>19 BY MR. MCJESSY:</p> <p>20 Q All right. And if we turn back to</p> <p>21 Exhibit 203 which is the general ledger that Gineris</p> <p>22 produced, it's got 8240 and it's got Dock & Door</p> <p>23 Install, Jake Rodgers, 12/31/21 Principle Morgan</p> <p>24 Chicago and then it goes on with the description of</p>

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1 work. Do you see that?
 2 A Yes.
 3 Q Do you know how this information, the
 4 Dock & Door invoices, the invoice numbers and the
 5 description of work are imported into the general
 6 ledger?
 7 A Yes.
 8 Q How does that happen?
 9 A Sherry Webber receives the invoice from
 10 Dock & Door and she manually enters it into Xero.
 11 Q When you say, "she manually enters it,"
 12 does that mean she retypes all this?
 13 A Yes.
 14 Q That's your understanding?
 15 A Yes.
 16 Q Okay. Do you know, are the invoices
 17 generated in Xero?
 18 A Yes.
 19 Q And could the invoices be imported from
 20 one party's Xero account into another party's Xero
 21 account?
 22 A I don't know that.
 23 Q Okay. Do you know whether Xero allows
 24 Gineris to import records from other parties' Xero

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1 accounts into its files?
 2 A No, I don't know.
 3 Q So going back to Exhibit 203, all of the
 4 payable invoices, the description that's next to that,
 5 the invoice numbers and the amounts, that's all --
 6 that general ledger information is all imported into
 7 Xero in some fashion by Sherry Webber, and then when
 8 you access Midwest Dock Solutions' Xero account, you
 9 have access to all that information?
 10 A Yes.
 11 MR. HUGHES: Objection; misstates her prior
 12 testimony about importing and competency.
 13 BY MR. MCJESSY:
 14 Q Okay. And the general ledger, is that
 15 maintained just by Gineris or can Midwest Dock
 16 Solutions alter the general ledger?
 17 A Midwest Dock Solutions can alter the
 18 ledger.
 19 Q It can go in and make changes to the
 20 general ledger by logging into the Xero account?
 21 A Yes.
 22 Q Okay. So when you log into Midwest Dock
 23 Solutions' Xero account or Dock & Door's Xero account,
 24 one of the things that you can click on I take it to

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1 access is the general ledger account?
 2 A Yes.
 3 Q Are the tax returns also maintained in
 4 the Xero account?
 5 A No.
 6 Q How are those prepared?
 7 A Using Thomson Reuters software UltraTax.
 8 Q And that's true for both Midwest and
 9 Dock & Door?
 10 A Yes.
 11 MR. MCJESSY: All right. We've been going a
 12 little over an hour again. I don't know how much I
 13 have left, probably a little over an hour. We can
 14 either keep going or I'm fine taking like a
 15 five-minute break or we can take a slightly longer
 16 break. I don't know if there's a consensus.
 17 THE WITNESS: I'm fine either way.
 18 MR. MCJESSY: Gina, do you have a preference?
 19 THE REPORTER: I mean, if we took like a
 20 five-minute break, I'm good, too.
 21 MR. MCJESSY: Okay. Everybody agree on that?
 22 MR. HUGHES: Yes.
 23 MR. MCJESSY: Let's make it about 10 minutes
 24 and then come back.

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1 (WHEREUPON, a short break was had.)
 2
 3 MR. MCJESSY: All right. Back on the record.
 4 BY MR. MCJESSY:
 5 Q All right. Ms. Stephens, to your
 6 knowledge, during the course of the last five years or
 7 so has Mr. Brutti had any employment outside of
 8 Dock & Door?
 9 A Not that I know of.
 10 Q Okay.
 11 MR. HUGHES: Objection; scope, beyond the scope
 12 of the 30(b)(6) topics.
 13 BY MR. MCJESSY:
 14 Q I want to go back very briefly and show
 15 you Exhibit 170 again. Are these invoices that were
 16 attached as part of this exhibit, are those anything
 17 that you receive as part of your work for Gineris?
 18 A No.
 19 Q How about the deposit summaries?
 20 A No.
 21 Q All right. You should have in front of
 22 you two documents. One is Exhibit 193 and the other
 23 is Exhibit 206, and they're the tax returns for 2023
 24 for Dock & Door Install and Midwest Dock Solutions.

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1 Do you see that?

2 A Yes.

3 Q And the tax return for Midwest Dock

4 Solutions shows that it had rents in 2023 of \$85,000.

5 Do you see that?

6 A Yes.

7 Q All right. And what is the rents entry

8 on a tax return, is it for rents for like office

9 space?

10 A Yes.

11 Q Okay. And Dock & Door didn't have any

12 rental expense, correct?

13 A Correct.

14 Q Do you have an understanding of whether

15 Dock & Door has an office?

16 A I don't know.

17 Q The tax return shows 27 East 36th Place,

18 correct?

19 A Yeah.

20 Q For both companies, correct?

21 A Yes.

22 Q And if Dock & Door had recorded the

23 dividends on its tax return, do you know where those

24 would be reported?

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1 Federal Asset Report is supposed to show?

2 A It shows the breakdown of the assets, how

3 they've been depreciated.

4 Q Over time?

5 A Yeah.

6 Q Now, Gineris does the payroll work for

7 both Dock & Door and Midwest Dock Solutions, correct?

8 A Yes.

9 Q And do you have any involvement in that

10 process?

11 MR. HUGHES: Objection; asked and answered.

12 THE WITNESS: Only in setting up the initial

13 process and if there's a change to the process that I

14 set up. Otherwise, everybody's just following my

15 order.

16 BY MR. MCJESSY:

17 Q What do you mean by that?

18 A So I set it -- I trained Sherry on how to

19 enter it. I trained my staff on how to review it, and

20 then if there's ever going to be a change to that, it

21 has to go through me.

22 Q I see.

23 And what if there's a change in the

24 payroll for Dock & Door, say, it hires a new employee?

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1 A I believe a few pages down. Keep going.

2 Below this page. Go one up. I think it might be --

3 go down. I think it might be in here in this M1 or M2

4 statement.

5 Q It refers to distributions. Is that

6 where it would be?

7 A Yes.

8 Q And it's Line 7 of M2. That's the 2,124?

9 A Yes.

10 Q And do you know what the vehicle expense

11 is that's on the tax return for Dock & Door which is

12 on Page 9 of the tax return?

13 A For Dock & Door it should be the total of

14 the mileage.

15 Q So the vehicle expenses -- oh, that's the

16 expense for the mileage that Mr. Brutti records?

17 A Yes.

18 Q Okay. To your understanding is there a

19 difference between distributions and dividends?

20 A No.

21 Q And the list that shows -- well, strike

22 that.

23 Do you know what -- I don't

24 remember if I asked you this before -- what the

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1 A Oh, Anthony Brutti enters in new

2 employees.

3 Q He would do that in the ADP system?

4 A Yes.

5 Q And what if an employee is terminated by

6 Dock & Door?

7 A Anthony would handle that.

8 Q He would enter that in the system, also?

9 A Yes.

10 Q And what if an employee is hired by

11 Midwest Dock Solutions?

12 A Sherry would enter that.

13 Q And the same goes if an employee were

14 terminated by Midwest Dock Solutions?

15 A Yes.

16 Q Do you have an understanding of the

17 relationship between Midwest Dock Solutions and

18 Dock & Door?

19 A Yes.

20 Q What is your understanding?

21 A My understanding is that Dock & Door

22 handles only union jobs, and so if they're presented

23 with a union job, Dock & Door handles it.

24 Q What do you mean if they're presented

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1 with a union job?
 2 A If Midwest Dock is able to get a -- or if
 3 they have a union job to do, then Midwest -- or I'm
 4 sorry -- Dock & Door handles it.

5 Q They provide the labor?

6 A Yeah.

7
 8 (WHEREUPON, said document was
 9 marked as Plaintiffs' Exhibit
 10 No. 211, for identification, as of
 11 10/7/25, so marked by Mr. McJessey.)

12
 13 BY MR. MCJESSEY:

14 Q All right. I'm showing you what's been
 15 marked as Exhibit 211, and the e-mail on the top of
 16 this is an e-mail from you to something called
 17 Payroll. Do you see that?

18 A Yes.

19 Q And who's Payroll?

20 A Payroll, it's -- it's a general inbox.
 21 It's payroll@ginerisltd.com.

22 Q But who would have been getting this
 23 e-mail at Payroll?

24 A Kim Burbach, but all of the payroll

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1 the union side now so I won't be paying him any longer
 2 through ADP. Should I change anything in ADP so he
 3 doesn't show up in the payroll list any longer?" Do
 4 you see that?

5 A Yes.

6 Q What did you understand union side to
 7 mean?

8 A That he's not working for Dock & Door.

9 Q And that's the union side of Midwest Dock
 10 Solutions?

11 A Well, no, it's a separate company. That
 12 was her wording.

13 Q Okay. Well, you respond -- you forward
 14 this e-mail to Hema, correct?

15 A Yes.

16 Q And then Gineris Payroll responds to you
 17 and asks a question "Nicholas Kelly, he is in both
 18 companies. Can I put the termination date as 9/27/18
 19 in both," question mark, correct?

20 A Correct.

21 Q And you respond to that by saying, "See
 22 below," and then there's some red text after her
 23 question. You added that red text, correct?

24 A Yes.

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1 clerks can see it, but Kim Burbach would have been the
 2 one paying attention to it.

3 Q Okay. On Page 2 it looks like you
 4 write -- it looks like it's an e-mail from you
 5 forwarding an e-mail from Sherry Webber and it says,
 6 "Hema," H-e-m-a "please update Midwest Dock and
 7 Dock & Door: See below." Do you see that?

8 A I do.

9 Q Who's Hema?

10 A She was an outsourced company that we
 11 used to use. She handled payrolls for us.

12 Q So she would have access to the payroll
 13 e-mail account back then?

14 A I don't know that we had -- if it was
 15 forwarded to there, then yes.

16 Q Well, this is an e-mail dated
 17 September 26th, 2018, correct?

18 A Yes.

19 Q Okay. And the first e-mail in the string
 20 is an e-mail from Sherry Webber to you, correct?

21 A Yes.

22 Q And it copies Tony Zarlengo, and Sherry
 23 Webber says, "Hi, Callie" and then it talks about
 24 James Kelly, and then she says, "Also Nico Kelly is on

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1 Q And you wrote "Only terminate him in
 2 Midwest Dock. Dock & Door is the 'union side' so he
 3 should remain active there," correct?

4 A Yes.

5 Q And so you used the same phrase Sherry
 6 did, union side, correct?

7 A Well, I was quoting her. I don't use
 8 that side -- that language, no.

9 Q Well, you did here, correct?

10 A I quoted her, correct. I quoted her.

11 Q And you used her language, right?

12 A Yes.

13 MR. HUGHES: Objection; asked and answered.
 14 BY MR. MCJESSEY:

15 Q And this was an e-mail exchange you had
 16 with Payroll, correct?

17 A Yes.

18 Q Have both companies' 2024 tax returns
 19 been filed?

20 A Yes.

21 MR. MCJESSEY: Can we go off the record for a
 22 minute?
 23
 24

1 (WHEREUPON, a discussion was had
2 off the record.)

3
4 MR. MCJESSY: All right. Gina, back on the
5 record.

6 All right. We had a conversation
7 off the record about stipulating to the authenticity
8 of the Federal tax returns and general ledgers that
9 were produced by Gineris & Associates in this case
10 which have been Bates labeled -- or exhibit labeled
11 between Exhibit 171 and Exhibit 213 and produced to
12 counsel today, and the parties have agreed to
13 stipulate that those -- just the tax returns and the
14 general ledgers for Dock & Door and Midwest Dock
15 Solutions are authenticated records for purposes of
16 this case. Is that fair?

17 MR. HUGHES: Yes, they're authenticated, and I
18 can stipulate on behalf of those documents as they
19 relate to Midwest Dock that are within that range,
20 that they are -- that they were -- that they are true
21 and accurate copies of the documents as they are
22 maintained in Gineris' records or produced by Gineris.

23 MR. MCJESSY: And, Todd, will you stipulate to
24 the same for the records that are Dock & Door's

1 records?

2 MR. MILLER: I will.

3 BY MR. MCJESSY:

4 Q And, Ms. Stephens, you did produce the
5 Federal tax returns and the general ledgers for both
6 companies Midwest Dock Solutions and Dock & Door for
7 2016 to 2023, correct?

8 A Yes.

9 Q All right. And the documents that were
10 produced by Gineris & Associates, those documents are
11 true and accurate copies of the documents that it
12 maintains in its files?

13 A Yes.

14 MR. HUGHES: Kevin, what's the exhibit number
15 range for that just so I have it in my notes?

16 MR. MCJESSY: Yes, it's -- I'll just give you
17 the exhibit numbers, Exhibit 170, Exhibit 171,
18 Exhibit 172, Exhibit 174, Exhibit 175, Exhibit 177,
19 Exhibit 178, Exhibit 180, Exhibit 181, Exhibit 183,
20 Exhibit 184, Exhibit 186, Exhibit 187, Exhibit 189,
21 190, Exhibit 192, Exhibit 193, Exhibit 194,
22 Exhibit 195, Exhibit 196, Exhibit 197, Exhibit 198,
23 Exhibit 199, Exhibit 200, Exhibit 201, Exhibit 202,
24 Exhibit 203, Exhibit 204, Exhibit 205, Exhibit 206,

1 Exhibit 212 and Exhibit 213.

2 BY MR. MCJESSY:

3 Q Ms. Stephens, are you familiar with the
4 concept of banked hours?

5 A No. Can you explain it?

6 MR. MCJESSY: No, that's what I was asking --
7 that's what I was going to ask you.

8 All right. In light of that I'm
9 going to take five minutes. I might be done, and the
10 only questions I may have would be follow-up questions
11 of Mr. Miller or Mr. Hughes, but I'm going to take
12 five minutes to look at my notes and see if I have any
13 other questions; otherwise, that may be it.

14 THE WITNESS: Okay.

15
16 (WHEREUPON, a short break was had.)

17
18 MR. MCJESSY: All right. I don't have any
19 other questions.

20 THE WITNESS: Okay. Great. So I can leave?

21 MR. MCJESSY: Well, not yet.

22 You're muted, Mike.

23 MR. HUGHES: I don't have any either.

24 MR. MCJESSY: Todd.

1 MR. MILLER: Nothing for me either.

2 MR. MCJESSY: All right. Ms. Stephens, since I
3 called you for your deposition I have to explain one
4 thing to you. The court reporter needs to know
5 whether you reserve signature on the deposition or
6 waive it, and what that means is you have the right to
7 review the transcript and note any errors you believe
8 may have occurred in transcription or you can waive
9 that right.

10 You can't change your testimony.

11 You can only note errors that you believe occurred in
12 transcribing your testimony. I don't care what you
13 do, but the court reporter needs to know whether you
14 want to reserve that right or waive that right.

15 THE WITNESS: I'll waive it.

16 (DEPOSITION CONCLUDED.)

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<p>1 STATE OF ILLINOIS) 2) SS: 3 COUNTY OF C O O K) 4 I, GINA M. CAUSLEY, a duly-commissioned, 5 qualified Certified Shorthand Reporter for the County 6 of Cook and State of Illinois, a Certified Shorthand 7 Reporter of said State, do hereby certify: 8 That prior to the commencement of the 9 examination of CALLIE MARIE STEPHENS, she was 10 previously duly sworn remotely to testify the truth, 11 the whole truth, and nothing but the truth concerning 12 the matters herein; 13 That the said deposition was taken via 14 Zoom before me at the time and place specified and 15 that counsel present were as hereinbefore set forth; 16 That the testimony so given by said 17 witness was by me recorded stenographically and later 18 transcribed into print by me, and that the foregoing 19 is a true and complete transcription of the testimony 20 given by the witness on said day and date, to the best 21 of my reportorial knowledge, skill and ability; 22 That the reading and signing of said 23 deposition transcript was waived by the witness; 24 I FURTHER CERTIFY that I am not related to any of the parties herein, an employee of or</p>	<p>1 counsel for any of the parties herein, and have no 2 interest in the outcome of the litigation. 3 IN WITNESS WHEREOF, I have hereunto set 4 my hand and affixed my seal of office at Chicago, 5 Illinois, this _____day of _____, A.D., . 6 7 8 _____ 9 Certified Shorthand Reporter 10 County of Cook, State of Illinois. 11 12 13 14 15 16 17 18 19 20 21 22 23 24</p>

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 63

1

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

MID-AMERICA CARPENTERS)
REGIONAL COUNCIL PENSION)
FUND, et al.,)
)
Plaintiffs,) No. 1:24-cv-02428
)
vs.) Judge Andrea R. Wood
)
DOCK & DOOR INSTALL,) Magistrate Judge
INC., an Illinois) Jeannice W. Appenteng
corporation and MIDWEST)
DOCK SOLUTIONS, INC., an)
Illinois corporation,)
)
Defendants.)

The deposition of SHERRI LYNN WEBBER, called by the Defendant for examination, taken pursuant to the Federal Rules of Civil Procedure of the United States District Courts pertaining to the taking of depositions, taken before DIANE M. NULICK, a Notary Public within and for the County of Cook, State of Illinois, and a Certified Shorthand Reporter of said State, at Suite 231, 3759 North Ravenswood, Chicago, Illinois, on the 22nd day of September, A.D. 2025, at 9:30 a.m.

2

PRESENT:

McJESSY, CHING & THOMPSON, LLC,
BY: MR. KEVIN P. McJESSY,
mcjessy@MCandT.com,
(3759 North Ravenswood, Suite 231,
Chicago, Illinois 60613,
(773) 880-1260),

and

McJESSY, CHING & THOMPSON, LLC,
BY: MR. JOHN J. SOPATA,
jsopata@lawyer.com,
(3759 North Ravenswood, Suite 231,
Chicago, Illinois 60613,
(773) 880-1260),

appeared on behalf of the plaintiffs;

ALLOCCO MILLER & CAHILL, P.C.,
BY: MR. TODD A. MILLER,
tam@alloccomiller.com,
(20 North Wacker Drive, Suite 3517,
Chicago, Illinois 60606,
(312) 675-4325),

appeared on behalf of the defendant,
Dock & Door Install, Inc.;

AMUNDSEN DAVIS LLC,
BY: MR. MICHAEL F. HUGHES,
mhughes@amundsendavislaw.com,
(3815 East Main Street, Suite A-1,
St. Charles, Illinois 60174,
(630) 587-7925/(630) 217-1228 (direct),

appeared on behalf of the defendant,
Midwest Dock Solutions, Inc.

Also Present:

Mr. Anthony Zarlengo,

24

3

I N D E X

WITNESS: SHERRI LYNN WEBBER

EXAMINATION BY: PAGE
Mr. McJessey 4

PLAINTIFF'S EXHIBITS:

No. 39 6
No. 40 56
No. 41 87
Nos. 42, 43, 44, and 45 109
No. 46 125
No. 47 129
No. 48 131
No. 49 133
No. 50 140
No. 51 149
No. 52 162
No. 29 184
No. 53 207
No. 3 213
No. 54 228
Nos. 55 and 56 239

4

MR. McJESSY: All right.
You can go ahead and swear
the witness, and we can get started.

(The witness was duly sworn.)

SHERRI LYNN WEBBER,
called as a witness herein, having been first
duly sworn, was examined and testified as
follows:

EXAMINATION
BY MR. McJESSY:

Q. All right.
Hi. Can you state your name
for the record, please?
A. Sherri Webber.
Q. Okay.
Do you have a middle name?
A. Lynn.

1 **Q. Lynn. All right.**
 2 **And can you spell each of**
 3 **your -- your first, middle, and last name for**
 4 **the court reporter, please?**

5 A. Yes. S-h-e-r-r-i, L-y-n-n,
 6 W-e-b-b-e-r.

7 **Q. All right.**
 8 **And have you ever been**
 9 **deposed before?**

10 A. I have not.

11 **Q. Okay.**
 12 **You are here today pursuant**
 13 **to a subpoena, correct?**

14 A. Correct.

15 **Q. Okay.**
 16 **That's your understanding?**

17 A. Yes.

18 **Q. Okay.**
 19 **I'm just going to go ahead**
 20 **and mark this.**

1 **here today, correct?**

2 A. I do.

3 **Q. Okay.**

4 **And even though this is an**
 5 **informal setting, in a conference room, do you**
 6 **understand that that oath has the same force**
 7 **and effect as if you were testifying in court?**

8 A. Yes.

9 **Q. Excellent. All right. And a couple**
 10 **of ground rules to hopefully make things go**
 11 **more efficiently today.**

12 **One ground rule is we can't**
 13 **both talk at the same time. So even if you**
 14 **know what my question is going to be and you**
 15 **want to start answering it just to keep things**
 16 **moving along, please let me finish my question**
 17 **before you answer just so the court reporter**
 18 **can take down a clear record of what each one**
 19 **of is saying.**

20 **Is that fair?**

21 A. Yes.

22 **Q. And I, in turn, will try not to ask a**
 23 **question while you're still giving an answer.**
 24 **Also, all of your responses**

1 (WHEREUPON, the document was
 2 marked Plaintiff's
 3 Exhibit 39 for identification,
 4 as of 9/22/25.)

5
 6 BY MR. McJESSY:

7 **Q. All right. And that's marked as**
 8 **Exhibit 39.**

9 **And have you seen that**
 10 **before?**

11 A. Yes.

12 **Q. Okay.**
 13 **And that's the subpoena that**
 14 **brought you here today, correct?**

15 A. That's correct.

16 **Q. All right.**
 17 **And -- off the record.**

18
 19 (There was a discussion off
 20 the record.)

21
 22 MR. McJESSY: Back on the record.

23 BY MR. McJESSY:

24 **Q. You understand that you are under oath**

1 **need to be verbal yeses and nos. The court**
 2 **reporter can't take down accurately nods or**
 3 **shakes of the head or ah-huh or uh-uh, those**
 4 **kind of things. So if as we go along you nod**
 5 **your head or shake your head or say ah-huh or**
 6 **uh-uh, I'll prompt you, is that a yes, is that**
 7 **a no, just so the record's clear.**

8 **Is that fair?**

9 A. Yes.

10 **Q. And if I ask a question and you don't**
 11 **understand it for some reason because it's**
 12 **confusing or just because I didn't ask it well,**
 13 **please ask me to explain, and I'll rephrase my**
 14 **question so that we're both on the same page.**

15 **Is that fair?**

16 A. Yes.

17 **Q. Okay.**

18 **And is it fair, then, that I**
 19 **can presume that if you do answer a question**
 20 **that you believe you understood my question.**

21 **Is that fair?**

22 A. Yes.

23 **Q. Okay.**

24 **Is there any reason today**

1 that you cannot give truthful answers to my
2 questions?

3 For example, are you under
4 any medications or suffering from any
5 conditions that would either prevent you from
6 understanding my questions or giving truthful
7 answers?

8 A. No.

9 Q. Okay.

10 You are represented here
11 today by counsel; is that correct?

12 A. I am.

13 Q. Okay.

14 And your counsel is Mr.
15 Hughes?

16 A. Correct.

17 Q. Very good.

18 And have you had a chance to
19 meet with -- I don't want to know what you
20 talked about, but have you had a chance to meet
21 with Mr. Hughes prior to showing up today for
22 your deposition?

23 A. Yes.

24 Q. Okay.

1 And on how many occasions?

2 A. One.

3 Q. And for how long?

4 A. I believe, it was an hour.

5 Q. An hour.

6 And was anybody else present
7 during that meeting?

8 A. No.

9 Q. Okay.

10 And did you review any
11 documents during that meeting?

12 A. No.

13 Q. Okay.

14 And have you met or spoken
15 with anybody else about your deposition here
16 today other than your attorney?

17 A. No.

18 Q. Okay.

19 You haven't spoken with Tony
20 Zarlengo about it?

21 A. No.

22 Q. Or Mike Richert?

23 A. No.

24 Q. Okay. All right.

1 You are aware -- well, strike
2 that.

3 Are you aware that -- well,
4 let me take a step back.

5 You work for Midwest Dock
6 Solutions?

7 A. I do, yes.

8 Q. Okay.

9 And are you aware that
10 Midwest Dock Solutions answered interrogatories
11 and produced documents in this case?

12 A. Can you repeat that?

13 Q. Yes.

14 Are you aware of whether
15 Midwest Dock Solutions answered interrogatories
16 and produced documents in this case?

17 A. That we have given to you?

18 Q. Yes.

19 A. Yes.

20 Q. Okay.

21 What -- what was your
22 involvement in that process?

23 A. I believe it was contracts for some of
24 the -- from the contractors, invoices from

1 Midwest Dock, Dock & Door Install, that we
2 subcontracted work through them. I believe pay
3 apps, I believe, for new construction jobs.
4 I'm trying to think. That was several months
5 ago, so I'm trying to think if --

6 Q. Sure.

7 A. That's all that I can recall.

8 Q. Okay.

9 If as we go along you recall
10 something else that you put together to produce
11 in this case, will you let me know?

12 A. Yes.

13 Q. Okay.

14 As best you can recall right
15 now, those are the documents that you put
16 together to produce in response to the
17 discovery request in this case; is that right?

18 A. Yes.

19 Q. Okay.

20 Were you ever asked to review
21 your emails in order to produce e-mails in this
22 case?

23 A. No.

24 Q. Okay.

1 **Where are your emails kept,**
2 **your work e-mails?**
3 A. On my computer at work.
4 **Q. Okay.**
5 **On your desktop computer?**
6 A. Yes.
7 **Q. Okay.**
8 **And are they password**
9 **protected? Do you need a password to log onto**
10 **your computer?**
11 A. I have to log onto my computer, yes.
12 **Q. Okay.**
13 **And who has the password for**
14 **your computer?**
15 A. I do.
16 **Q. Okay.**
17 **Anybody else?**
18 A. No.
19 **Q. And how are your emails kept? Are**
20 **they like in Outlook, or are they online? Do**
21 **you have to log into your account online? How**
22 **do you access your emails?**
23 A. It's a Gmail account.
24 **Q. Okay.**

1 **So do you log into Gmail?**
2 A. Yes.
3 **Q. Okay.**
4 **And -- now, your email -- can**
5 **you tell me what your email address is?**
6 A. I can.
7 **Q. Please.**
8 A. It's sherri@midwestdocksolutions.com.
9 **Q. Okay.**
10 **And that's a Gmail account?**
11 A. Yes.
12 **Q. Okay.**
13 **So when you log in, what**
14 **website do you go to to log in?**
15 A. I usually type in Gmail, and it comes
16 up. I'm trying to think. I don't know if it's
17 Google. I'm not sure. I just type in Gmail,
18 and then it pops up.
19 **Q. Okay. All right.**
20 **And the -- and then do you**
21 **have to enter a password?**
22 A. I do.
23 **Q. Okay.**
24 **And who else has that**

1 **password?**
2 A. Only I do.
3 **Q. Only you do. Okay. All right.**
4 **And do you know if anyone**
5 **else reviewed your emails in order to determine**
6 **whether there were any documents in your emails**
7 **responsive to the discovery in this case?**
8 A. No. No one has.
9 **Q. Okay.**
10 **Do you keep paper files?**
11 A. For new construction jobs, we do.
12 **Q. Okay.**
13 **And what -- okay. What does**
14 **new construction jobs mean?**
15 A. Those are contracted jobs to us
16 through contractors.
17 **Q. Okay.**
18 **What does -- what does new**
19 **construction mean? Is that like a new building**
20 **that's going up kind of thing?**
21 A. Possibly at or if there's an addition
22 to a building.
23 **Q. Okay.**
24 **As opposed to work on a -- an**

1 **existing building, like retrofit work, that**
2 **kind of thing?**
3 **I just want to -- let me take**
4 **a step back. You used the phrase, "new**
5 **construction jobs." I'm just trying to**
6 **understand what you mean by that, so can you**
7 **explain it to me as best you can?**
8 A. Well, to me, that's just -- new
9 construction jobs are more like the project,
10 contract-based, where -- versus service, where
11 someone calls us to provide service, like a
12 repair. And those are -- those are not
13 contract-based. We don't have contracts for
14 those.
15 **Q. I see. Okay.**
16 **So a new construction job is**
17 **one that you would have a contract for?**
18 A. Yes.
19 **Q. Okay.**
20 **And somewhere in my notes --**
21 **I've got a list here -- but would new**
22 **construction jobs be for like contractors like**
23 **ARCO Murray, Pepper Construction, Meridian**
24 **Design Build, Opus Construction, those kind of**

1 companies?
 2 A. Yes.
 3 Q. Okay.
 4 Would they be for -- and
 5 those are -- do you -- are you familiar with
 6 the term like logistics buildings?
 7 A. You mean for like trucking?
 8 Q. Yeah.
 9 A. Yes.
 10 Q. Okay.
 11 Are those the new -- new
 12 construction jobs that you're referring to, or
 13 could there be any other types of new
 14 construction jobs also?
 15 A. No. Those are them.
 16 Q. Okay.
 17 That's what you're referring
 18 to?
 19 A. Yes.
 20 Q. Okay. All right.
 21 So you keep paper files for
 22 the new construction jobs?
 23 A. Correct.
 24 Q. All right.

1 And where are those files
 2 kept?
 3 A. In the office.
 4 Q. Okay.
 5 And we'll get into this in a
 6 little greater detail, but can you describe for
 7 me, like when you say "in the office," what do
 8 you mean? Like do you have a filing cabinet
 9 area --
 10 A. Yes.
 11 Q. -- or something like that?
 12 A. Yeah. We have a file cabinet.
 13 Q. Okay.
 14 And do you know -- did you go
 15 through those documents to produce documents in
 16 this case?
 17 A. Yes. I believe I had to pull the --
 18 the contracts out and provide those.
 19 Q. Okay.
 20 And as -- as part of those
 21 projects, I'm assuming there's communications
 22 back and forth with the general contractors
 23 related to those projects?
 24 A. Can you repeat that?

1 Q. I assume that as part of those
 2 construction jobs, those new construction jobs,
 3 you also have email communications with the
 4 folks involved in those construction projects,
 5 the general contractor?
 6 A. Yes. You mean like ARCO Murray and --
 7 Q. Yeah.
 8 A. Yes. Yes.
 9 Q. Okay.
 10 And -- but those are all in
 11 your emails, I take it?
 12 A. Yes.
 13 Q. Okay.
 14 Do you know if anybody else
 15 other than you reviewed the files in the filing
 16 cabinet, the paper files, in order to produce
 17 them in this case?
 18 A. Not -- not that I'm aware of.
 19 Q. Not that you're aware of. Okay. All
 20 right.
 21 What's the highest level of
 22 education you've received?
 23 A. I have a college degree, a bachelor's.
 24 Q. Excellent.

1 And where do you have that
 2 from?
 3 A. Purdue University.
 4 Q. Excellent.
 5 What is it in?
 6 A. It's a bachelor of science degree, I
 7 believe.
 8 Q. Oh, okay.
 9 And do you know what your
 10 major was?
 11 A. That was a long time ago. You know
 12 what? I'm sorry. I don't remember.
 13 Q. That's all right.
 14 Do you know when you
 15 graduated?
 16 A. Let's see. I don't know exactly. I
 17 graduated high school in '86, and I think it
 18 took me almost six years to graduate, so --
 19 Q. All right.
 20 So approximately sometime,
 21 maybe, in 1992?
 22 A. Somewhere around there, yes.
 23 Q. Approximate. Okay.
 24 And do you hold any

1 certificates or licenses, other than a drivers
2 license and, maybe, a firearms permit -- I
3 don't want to know about that -- but do you
4 hold any certificates or professional licenses
5 of any sort?

6 A. I don't, no.

7 **Q. Have you had any other education,**
8 **formal education after graduating from college?**

9 A. No.

10 **Q. Have you attended any trade schools or**
11 **any sort of -- received any sort of training in**
12 **the trades, like carpentry, electrician, that**
13 **kind of thing?**

14 A. No.

15 **Q. Okay. All right.**

16 **When did you start working**
17 **for Midwest Dock Solutions?**

18 A. January 2017.

19 **Q. Okay.**

20 A. Eight years, nine months.

21 **Q. Almost -- yeah. Almost nine years; is**
22 **that right?**

23 A. Yes.

24 **Q. Okay. All right.**

1 for some of the companies we serviced.

2 **Q. You kept track of that?**

3 A. Yeah. Had to update when they were
4 going to expire.

5 **Q. Okay.**

6 A. That's really all that I can recall.

7 **Q. All right.**

8 **Did you do like invoicing and**
9 **payments of accounts -- accounts**
10 **receivable/accounts payable, that kind of work?**

11 A. Possibly, a little bit. But it wasn't
12 a major part of the job.

13 **Q. All right.**

14 **And how long were you at Omni**
15 **Office Equipment?**

16 A. I think, maybe, a year and a half, two
17 years.

18 **Q. Okay.**

19 **And why did you leave to go**
20 **to Midwest Dock Solutions?**

21 A. I didn't really like my job over
22 there.

23 **Q. Okay. All right.**

24 **So it was your choice to**

1 **And where were you working**
2 **before you were hired by Midwest Dock**
3 **Solutions?**

4 A. I was working at Omni Office
5 Equipment.

6 **Q. Okay.**

7 **And what were you doing for**
8 **them?**

9 A. I was working the front desk.

10 **Q. Okay.**

11 **And what kind of work did**
12 **that entail?**

13 A. They had service calls because they
14 repaired and copiers and fax machines and
15 things like that, printers.

16 **Q. Okay.**

17 **Did they also sell equipment?**

18 A. They did, yes.

19 **Q. Okay.**

20 **And so what was your job?**
21 **What were your tasks?**

22 A. Phone calls. Let's see. Processed
23 payments when people came in. There were some
24 contract work with like maintenance contracts

1 **leave?**

2 A. Yes.

3 **Q. Okay.**

4 **And how did you get -- how**
5 **did you come to have a job at Midwest Dock**
6 **Solutions?**

7 A. A friend of mine, her husband is a
8 friend of Mike Richert. And at the time, she
9 talked to them about possibly helping them out.
10 They were very busy doing some office work, and
11 so she had -- I believe she had met with Tony
12 Zarlengo about the job. And then she went back
13 to her employer, and they offered her more
14 money. And so she ended up staying there at
15 her job, and so she had called me and asked if
16 I was interested in talking to them, and she
17 had known that I wanted to leave my job at that
18 time.

19 **Q. I see.**

20 **And so did you reach out to**
21 **Midwest Dock, or did Midwest Dock reach out to**
22 **you?**

23 A. I believe, they reached out to me.
24 But I'm not certain.

1 **Q. Okay.**
 2 **You're not -- fair enough.**
 3 **And who did you meet with?**
 4 A. Tony Zarlengo.
 5 **Q. Okay.**
 6 **And he's here today, correct?**
 7 A. He is.
 8 **Q. Okay.**
 9 **Is he your boss?**
 10 A. He is, yes.
 11 **Q. Okay.**
 12 **And did he interview you?**
 13 A. Yes.
 14 **Q. Did you have to fill out a job**
 15 **application or provide a resumé or anything**
 16 **like that?**
 17 A. I don't think so.
 18 **Q. Okay.**
 19 **And where did he interview**
 20 **you?**
 21 A. In his office.
 22 **Q. And where was that located at the**
 23 **time?**
 24 A. That was on Holeman Avenue.

1 **Q. Okay.**
 2 **And you got hired, I'm going**
 3 **to guess?**
 4 A. I did.
 5 **Q. Okay.**
 6 **Did you have to interview**
 7 **more than once?**
 8 A. No.
 9 **Q. Okay.**
 10 **And did you interview with**
 11 **Mike Richert before you were hired?**
 12 A. I don't believe so.
 13 **Q. Okay.**
 14 **Just Tony?**
 15 A. Yes.
 16 **Q. Okay.**
 17 **And I'm going to take a step**
 18 **back, now.**
 19 **Before you worked for Omni**
 20 **Office Supply -- or Omni Office Equipment, I'm**
 21 **sorry, who did you work with before that?**
 22 A. I worked for Realty Executives.
 23 **Q. Where are they located?**
 24 A. In Lynwood.

1 **Q. And where is Omni Office Equipment**
 2 **located?**
 3 A. Highland, Indiana.
 4 **Q. Okay.**
 5 **And what did you do for**
 6 **Realty Executives?**
 7 A. I answered phones. I also -- we dealt
 8 with foreclosure, so we had to deal with banks
 9 and making sure all of the paperwork is in
 10 order, processing paperwork for like closings,
 11 get them ready for the closing, things like
 12 that.
 13 **Q. All right.**
 14 **And what -- did you have a**
 15 **title with Realty Executives?**
 16 A. Not really, no.
 17 **Q. Not really.**
 18 **How about with Omni Office**
 19 **Equipment? Did you have a title there?**
 20 A. No. It was a small little place.
 21 **Q. How long were you with Realty**
 22 **Executives?**
 23 A. I believe about 15 years.
 24 **Q. Oh, a long time.**

1 **And why did you switch from**
 2 **Realty Executives to Omni Office Equipment?**
 3 A. There was an incident at work, so I
 4 left.
 5 **Q. Okay.**
 6 **And without going into too**
 7 **much detail, what was the incident?**
 8 A. There was just some drama going on in
 9 the office and things happening and -- not my
 10 boss, but another boss had said that you -- you
 11 just have to do your job and be quiet. And it
 12 wasn't said as nicely as that.
 13 **Q. Got it.**
 14 A. So that was my point to exit.
 15 **Q. All right.**
 16 **And did you -- did you leave,**
 17 **or were you terminated?**
 18 A. I left.
 19 **Q. Okay.**
 20 **And where did you work before**
 21 **Realty Executives?**
 22 A. Before Realty Executives, I worked at
 23 Bacon's Information.
 24 **Q. Spelled just like it sounds?**

1 A. Yes.
 2 **Q. And what did you do there?**
 3 A. I worked in the subscription
 4 department. It's a company that would do like
 5 clippings for people. We had clients that
 6 wanted to know like certain things, if their
 7 company was ever mentioned, related topics that
 8 they wanted, any buzz words. And I was in the
 9 department that would get all of the
 10 subscriptions, so we got tons of magazines,
 11 journals, and they all needed to be checked in.
 12 **Q. All right.**
 13 **And how long were you there?**
 14 A. I believe, it was four years.
 15 **Q. Was that your first job out of**
 16 **college?**
 17 A. No. I had one prior to that.
 18 **Q. What was that?**
 19 A. That was at Fort Dearborn Life
 20 Insurance.
 21 **Q. And what was your job there?**
 22 A. I did customer service for their
 23 annuity department and then also just customer
 24 service for their life insurance.

1 did have to pay union dues to get the
 2 insurance.
 3 **Q. I see.**
 4 **And do you know what union**
 5 **that was?**
 6 A. That I don't know.
 7 **Q. Okay.**
 8 **Did you personally have to**
 9 **pay the union dues? Like were they out of your**
 10 **paycheck or something like that?**
 11 A. I did have to pay them. I don't
 12 remember.
 13 **Q. You don't remember how they were paid?**
 14 A. No.
 15 **Q. Okay.**
 16 A. That was -- my daughter is 27, so that
 17 was a long time ago.
 18 **Q. Well, that was my next question.**
 19 **How long ago was that?**
 20 A. So I didn't know -- I mean, I wasn't
 21 really part of the union, but I don't know if
 22 that --
 23 **Q. Okay.**
 24 **So you could have been a**

1 **Q. All right.**
 2 **And what -- what did customer**
 3 **service entail?**
 4 A. Phone calls, for sure.
 5 **Q. Answering them?**
 6 A. Yes. I don't know that we had that
 7 many email back then, so --
 8 **Q. The beginning of the --**
 9 A. Just service.
 10 **Q. -- at the cusp of the Internet era?**
 11 A. Yes. Right. Right.
 12 **Q. All right.**
 13 **And have you ever been a**
 14 **member of a union?**
 15 A. No.
 16 Well, actually, I have not
 17 been a member of the union. But when I had my
 18 daughter, I got off of -- we had -- what is
 19 that called -- HMO. And in order to get onto
 20 an HMO plan, you paid union dues and became
 21 like -- like a -- you know, different people
 22 from all different places on a union, so I
 23 don't know if that counts. I wasn't really
 24 part of it, but it was like paperwork wise. I

1 **member of the union and not --**
 2 A. On paper.
 3 **Q. -- be sure about it?**
 4 A. Yes.
 5 **Q. All right.**
 6 **And how long did that last,**
 7 **do you recall?**
 8 A. Just until I had my daughter, so it
 9 had to be under a year.
 10 **Q. Okay.**
 11 A. Because then I switched back to my
 12 initial insurance.
 13 **Q. All right.**
 14 **And do you know who -- where**
 15 **you were working when that happened?**
 16 A. I was working at Fort Dearborn Life
 17 Insurance.
 18 **Q. Okay. All right.**
 19 **Do you remember, did anybody**
 20 **have to sponsor you to be a member of the union**
 21 **at that time --**
 22 A. Not that I recall.
 23 **Q. -- or to be part of this program?**
 24 A. Not that I recall, no.

1 **Q. Okay.**
2 **Do you remember anything else**
3 **about that?**
4 A. No. I mean, it was just -- like just
5 like on paper, you know. Never had to meet
6 with anybody.
7 **Q. All right. All right.**
8 **To your knowledge, when you**
9 **were hired by Midwest Dock, who made the**
10 **decision to hire you?**
11 A. I'm guessing it was Tony Zarlengo
12 since I had -- he's the one who contacted me
13 about the job.
14 **Q. Okay.**
15 **And he's the only one you**
16 **interviewed with?**
17 A. Yes.
18 **Q. Who contacted you to tell you you were**
19 **hired?**
20 A. I would say Tony Zarlengo.
21 **Q. Okay.**
22 **And I asked you earlier.**
23 **He's your boss, correct?**
24 A. Correct.

1 **Q. Is there anybody else you would**
2 **consider to be your boss?**
3 A. Well, Mike Richert is an owner, so
4 I -- I believe he was my boss also.
5 **Q. Okay.**
6 **Do you report to -- who do**
7 **you have the most interaction with?**
8 A. Tony Zarlengo.
9 **Q. Okay.**
10 **And what's -- what's the**
11 **nature of your interaction with Mr. Zarlengo on**
12 **a daily basis?**
13 **Well, strike that. Let me**
14 **ask the question a different way.**
15 **Do you interact with Mr.**
16 **Zarlengo as part of your work on a daily basis?**
17 A. Yes.
18 **Q. Okay.**
19 **Do you interact with Mike**
20 **Richert as part of your work on a daily basis?**
21 A. No.
22 **Q. Okay.**
23 **How does -- how does your**
24 **relationship with Mr. Zarlengo differ from your**

1 **relationship with Mr. Richert?**
2 A. Really, I'm very little with Mike
3 Richert, so --
4 **Q. You deal with him very little?**
5 A. Yes.
6 **Q. You work in an office, right?**
7 A. Yes.
8 **Q. Okay.**
9 **And Mr. Zarlengo works in the**
10 **same office?**
11 A. He does.
12 **Q. Okay.**
13 **And does Mike Richert work in**
14 **the office?**
15 A. He does.
16 **Q. Okay.**
17 **Is he there on a regular**
18 **basis?**
19 A. No.
20 **Q. How often is he there?**
21 A. I mean, it varies week to week.
22 Definitely, not as much as Tony Zarlengo.
23 **Q. Okay.**
24 **Is Mr. Zarlengo in the office**

1 **most days?**
2 A. Yes.
3 **Q. Is Mike Richert in the office most**
4 **days?**
5 A. Not always, no.
6 **Q. Okay.**
7 **During hunting season --**
8 A. That's right.
9 **Q. -- is he frequently gone?**
10 A. Yes.
11 **Q. Okay. All right.**
12 **And what's the -- when you do**
13 **interact with Mr. Richert at the office, can**
14 **you describe for me generally what your**
15 **interactions with him would be about?**
16 A. If I have any questions about -- he
17 usually handles like the vehicles. If I have a
18 question about that, I would go to him. If
19 there's any mail that comes addressed to him, I
20 would deliver that to him. Not really much on
21 like my daily work.
22 **Q. Okay.**
23 **And when you say if you have**
24 **questions about the vehicles, what do you mean**

1 by that?

2 A. Like as far as ones that are still
3 being used because they're registered, and
4 that's really it.

5 **Q. And are there vehicles that are being
6 used and vehicles that are not being used?**

7 A. Sometimes, I suppose.

8 **Q. And I'm just trying to understand what
9 you mean when you said -- I asked you what you
10 would deal with him on the vehicles about, and
11 I think your answer was something to the
12 effect -- and please correct me if I've got it
13 wrong -- you would talk to him about -- or deal
14 with him about ones being used and about if
15 they're still registered, so I'm just trying to
16 figure out like what's --**

17 A. Well, not if they're still registered.
18 If we're still using those vehicles.

19 **Q. I see.**

20 **So there's vehicles you're
21 using and, maybe, vehicles you're not using?
22 Is that --**

23 A. Yes.

24 **Q. Okay.**

1 A. Sometimes.

2 **Q. What kind of vehicles are we talking
3 about?**

4 A. Trucks.

5 **Q. And vans?**

6 A. Yeah, some. I think we have one or
7 two.

8 **Q. Okay.**

9 **Well, motor vehicles that you
10 drive on the road is what we're talking about,
11 right?**

12 A. Yes.

13 **Q. Okay.**

14 **Does the -- does the
15 company -- Midwest Dock Solutions, does it own
16 like scissor lifts and forklifts?**

17 A. Yes.

18 **Q. Okay.**

19 **Does it own both of those
20 kind of vehicles?**

21 A. That I'm not sure.

22 **Q. Okay.**

23 **Well, let me ask you this.
24 What vehicles are you aware of that the company**

1 has?

2 A. I know we have trucks. I know we
3 have, at least, one van, maybe more. I mean, I
4 have heard the term, "scissor lift." But I'm
5 not really even sure, you know.

6 **Q. Oh, okay.**

7 **You're not sure what that is?**

8 A. Right.

9 **Q. All right.**

10 **How about a forklift?**

11 A. Yes. Yes.

12 **Q. You have a forklift?**

13 A. I think we do, yes.

14 **Q. Okay.**

15 **Anything else that's a
16 motorized vehicle that you can think of that
17 the company has?**

18 A. No.

19 **Q. All right.**

20 **So when you said you dealt
21 with Mr. Richert about the vehicles, you meant
22 like the vans and the trucks?**

23 A. Yes.

24 **Q. Okay.**

1 **And what is it that you might
2 deal with him about concerning the vehicle, the
3 vans or the trucks?**

4 A. I would give him -- like if the
5 insurance cards came in, I'd give him those so
6 he can get them in the trucks.

7 **Q. I see. Okay.**

8 A. Registrations, like the stickers for
9 them, the license plates, I would give those to
10 him --

11 **Q. Okay.**

12 A. -- so that he can get them on the
13 vehicles.

14 **Q. All right.**

15 **Anything else?**

16 A. No. Uh-uh.

17 **Q. All right.**

18 **And then you said if you got
19 mail and it was addressed to him, you'd give
20 him that?**

21 A. Yes.

22 **Q. All right.**

23 **Other than dealing with the
24 vehicles as you've described and the mail,**

1 **anything else that you would work with Mr.**
2 **Richert on?**

3 A. No. Not really.

4 **Q. Okay.**

5 **So is it fair to say, then,**
6 **that your interaction with Mike Richert is**
7 **pretty minimal?**

8 A. Yes.

9 **Q. Okay.**

10 **How about Mr. Zarlengo? What**
11 **kind of things do you deal with with him?**

12 A. If I have questions about an email, or
13 if I answer the phone and there's a question
14 about service or service calls that we're
15 getting in, I give those to him, also billing
16 with the -- the new construction, I'll call it,
17 to find out how much of the job has been done,
18 how much we can bill.

19 **Q. Okay. All right.**

20 **Anything else?**

21 A. I mean, we do interact a lot. I'm
22 trying to think. I mean, just all like
23 questions just that may come up.

24 **Q. All right.**

1 A. No. Payroll.

2 **Q. Okay.**

3 A. I do get payroll hours from him to
4 enter.

5 **Q. How do you get those?**

6 A. I get a text with those hours.

7 **Q. Okay.**

8 **And do you have a work phone**
9 **or only a -- do you have more than one cell**
10 **phone?**

11 A. No.

12 **Q. You just have one cell phone?**

13 A. Yes.

14 **Q. And is that your -- do you pay the**
15 **bill for that cell phone?**

16 A. Yes.

17 **Q. Okay.**

18 **It's not a company-provided**
19 **cell phone?**

20 A. No.

21 **Q. Who's the carrier?**

22 A. I have AT&T.

23 **Q. All right.**

24 **And how long have you had**

1 **How about insurance matters?**

2 A. As far as insurance for --

3 **Q. Like Certificates of Insurance for new**
4 **construction projects?**

5 A. Yes.

6 **Q. You would work with him on that?**

7 A. Yes.

8 **Q. Okay.**

9 **Like he might say, hey, we**
10 **need a Certificate of Insurance for this**
11 **project, and you would get that?**

12 A. Send the email, yes.

13 **Q. Okay.**

14 A. Yes.

15 **Q. How about other kinds of insurance**
16 **issues, like insurance on the vehicles or**
17 **insurance on the -- you know, liability**
18 **insurance, that kind of thing? Would you deal**
19 **with him on that?**

20 A. No, not really.

21 **Q. No? All right.**

22 **Anything else you can think**
23 **of that you worked with him on a regular basis**
24 **about? How about employee benefits?**

1 **AT&T?**

2 A. Forever.

3 **Q. And what's your cell phone number?**

4 A. It's (219) 670-4514.

5 **Q. Okay.**

6 **And other than texting hours,**
7 **do you get the payroll hourlies -- the hours --**
8 **strike that.**

9 **Other than by text, do you**
10 **get payroll hours in any other way?**

11 A. No.

12 **Q. Okay.**

13 **And the employees' payroll**
14 **hours, are those kept by time sheet, do you**
15 **know?**

16 A. That, I'm not -- I don't know.

17 **Q. You don't know?**

18 A. No.

19 **Q. All right.**

20 **And you're aware that there's**
21 **employees who are paid through Midwest Dock**
22 **Solutions, and then Dock & Door has employees**
23 **that it pays, correct?**

24 A. That they have their own employees?

1 **Q. Okay.**
 2 A. Yeah.
 3 **Q. Okay.**
 4 **And -- and do you get hours**
 5 **for Dock & Door employees?**
 6 A. No.
 7 **Q. Okay.**
 8 **Only for the Midwest Dock**
 9 **Solutions' employees?**
 10 A. Right. All Midwest Dock employees,
 11 the weekly and the -- or the hourly and also
 12 the salesmen.
 13 **Q. Do the salesmen keep track of their**
 14 **time?**
 15 A. They do.
 16 **Q. And how do you -- how is your pay**
 17 **determined? Is it hourly, or is it salary?**
 18 A. It's hourly.
 19 **Q. Hourly?**
 20 A. Hourly, yes.
 21 **Q. Do you keep track of your hours?**
 22 A. I do.
 23 **Q. Okay.**
 24 **And how do you do that?**

1 A. It's the employee's name and how many
 2 hours they worked.
 3 **Q. That day or that week?**
 4 A. That week.
 5 **Q. Okay.**
 6 **And would one text message**
 7 **have like a list of the employees and the**
 8 **hours, or would it be a separate text message**
 9 **for each employee?**
 10 A. One text message.
 11 **Q. Okay.**
 12 **Now, you work in the same**
 13 **office as him, correct?**
 14 A. As Tony Zarlengo?
 15 **Q. Yeah.**
 16 A. Yes.
 17 **Q. Is there a reason that he doesn't just**
 18 **like give you the hours, like here's the hours**
 19 **and hand you a sheet of paper?**
 20 MR. HUGHES: Objection. Form.
 21 BY MR. McJESSY:
 22 **Q. That's fine.**
 23 **You can go ahead and answer.**
 24 A. I can answer?

1 A. I keep track, make a mental note of
 2 those, yeah.
 3 **Q. Do you write them down anywhere or no?**
 4 A. I have before --
 5 **Q. Okay.**
 6 A. -- on occasion, yes. If I know -- I
 7 mean, if I'm not working a full day, then --
 8 then I would note that, so, you know, I would
 9 deduct that from --
 10 **Q. I see. Okay.**
 11 **So you don't always --**
 12 A. But most of the time, I'm working a
 13 full day, yeah.
 14 **Q. Got it.**
 15 **So you don't always keep**
 16 **track of your hours, just when it's on**
 17 **shortened time?**
 18 A. Yes.
 19 **Q. Okay.**
 20 **And the text messages that**
 21 **you get from Mr. Zarlengo with the employees'**
 22 **hours, what does -- can you tell me what that**
 23 **looks like when he sends you those text**
 24 **messages?**

1 MR. HUGHES: Yeah. You can answer.
 2 Unless I tell you not to answer, you would
 3 answer even over my objections.
 4 THE WITNESS: I believe he might
 5 have used to do that, but now he just texts it
 6 to me. Sometimes he's in the office.
 7 Sometimes he's not.
 8 BY MR. McJESSY:
 9 **Q. Okay.**
 10 **And do you get the hours**
 11 **texted to you on the same day of the week, or**
 12 **does it -- is it random?**
 13 A. It's the same day of the week, yes.
 14 **Q. Okay.**
 15 **And what day is that?**
 16 A. On a Wednesday.
 17 **Q. All right.**
 18 **And then what do you do with**
 19 **the hours once you get them?**
 20 A. I enter them into ADP.
 21 **Q. All right.**
 22 **And how long has Midwest Dock**
 23 **Solutions been using ADP for its payroll?**
 24 A. I'm trying to think if we used

1 anything else. I'm not sure if we used
2 anything else. We may have used it the whole
3 time.

4 **Q. So do you think that would be since**
5 **you were hired?**

6 A. I believe so.

7 **Q. Okay.**

8 **And was that one of the**
9 **things that you did when you were hired was you**
10 **were in charge of like handling payroll?**

11 A. I'm not positive if it happened right
12 when I started working there or if it came
13 later. I'm not really sure.

14 **Q. Okay.**

15 **When you started working**
16 **there, to the best that you recall, was your --**
17 **did you receive your pay through ADP, either a**
18 **check or direct deposit?**

19 A. I'm not sure.

20 **Q. Okay. You don't recall.**

21 **But as far back as you can**
22 **recall, it was ADP?**

23 A. As far back as I can remember, yes.

24 **Q. Okay.**

1 **Now, you have the email**
2 **address sherri@midwestdocksolutions.com,**
3 **correct?**

4 A. Correct.

5 **Q. Okay.**

6 **And that's -- you said that**
7 **was password protected?**

8 A. Yes.

9 **Q. And only you know the password?**

10 A. Correct.

11 **Q. Okay.**

12 **And how did you get that**
13 **email address?**

14 A. That was created for me.

15 **Q. Okay.**

16 **And do you know who created**
17 **it?**

18 A. I believe it was Mandy Zarlengo.
19 Mandy Zarlengo.

20 **Q. Mandy Zarlengo?**

21 A. Yes.

22 **Q. And who is Mandy Zarlengo?**

23 A. That is Tony's sister.

24 **Q. Okay.**

1 **And does she work for the**
2 **company also?**

3 A. No, but she -- we -- I'm trying to
4 think. We hired her to help us with
5 implementation of some of the, like, software
6 enhancements.

7 **Q. Okay.**

8 **And when did that happen?**

9 A. Not exact. I would say, maybe, three
10 years ago.

11 **Q. All right.**

12 **How long have you had the --**
13 **you've had the email address**
14 **sherri@midwestdocksolutions.com longer than**
15 **three years, correct?**

16 A. Before that, I think I had -- I did
17 have a different email address before that.

18 **Q. You did?**

19 A. I did.

20 **Q. And what was that email address?**

21 A. I would have to go in and look. It
22 was some -- it had my name in there part of the
23 way, but --

24 **Q. Okay.**

1 **Let's --**

2 A. It may have even just been my name
3 sherriwebber@gmail.

4 **Q. All right.**

5 **Well, maybe when we take a**
6 **break, I'll look. I think I've seen emails**
7 **from sherriwebber@midwest -- or**
8 **sherri@midwestdocksolutions.com going back to,**
9 **at least, approximately 2021 or 2020.**

10 **Do you think you could have**
11 **had that email address that long?**

12 A. That could be.

13 **Q. That could be?**

14 A. Yes.

15 **Q. Okay.**

16 **And what I'm -- here's what**
17 **I'm trying to figure out, and you can explain**
18 **it to me as best you can. You think that Mandy**
19 **Zarlengo gave you that -- provided you with the**
20 **email address sherri@midwestdocksolutions.com,**
21 **and you believe she was hired, maybe, three**
22 **years ago to provide some software-related**
23 **services.**

24 **If you had the email address**

1 before three years -- before three years ago,
 2 would you still think she provided you with
 3 that email address?
 4 A. I believe so.
 5 Q. Okay.
 6 A. So she may have been hired by us
 7 before that three years.
 8 Q. And that's what I -- to do some
 9 software-related work or computer-related work?
 10 A. Yes.
 11 Q. Okay.
 12 Is that -- to your knowledge,
 13 is that what she does? She works with
 14 technology?
 15 A. She works for Salesforce.
 16 Q. Oh, okay.
 17 That's a software firm,
 18 correct?
 19 A. Yes.
 20 Q. All right.
 21 And so the work that she does
 22 for Midwest Dock Solutions, she does that while
 23 she's working -- still working for Salesforce,
 24 correct?

1 A. Yes, because it is --
 2 Q. She's helping out her brother?
 3 A. Yeah, right. We hired her to -- yes,
 4 to bring Salesforce to us.
 5 Q. Oh, do you use Salesforce?
 6 A. We do.
 7 Q. Oh, okay.
 8 What is -- what is
 9 Salesforce?
 10 A. We use it for -- for service calls, to
 11 kind of keep track of them in one location.
 12 Q. Okay.
 13 So when people call in and
 14 they want to hire Midwest Dock Solutions to do
 15 service work, it's entered into Salesforce.
 16 Is that how it works?
 17 A. Yes.
 18 Q. Okay.
 19 And then what -- what does
 20 that software do?
 21 A. It's just a place where we can put all
 22 of the information all in one place -- you
 23 know, why they're calling, who called -- just
 24 instead of keeping it on paper.

1 Q. I see.
 2 And does it also say who did
 3 the work when the work is done?
 4 A. Yes. I believe so, yeah.
 5 Q. Is that information that gets entered
 6 into the information?
 7 A. Yes.
 8 Q. Is that information that you enter
 9 into the system?
 10 A. Not usually, no.
 11 Q. Who does that?
 12 A. That would be Danny, I believe.
 13 Q. Who's Danny?
 14 A. Danny Lietz. He works in the office.
 15 Q. And what's his job?
 16 A. The service, like the service calls,
 17 managing service calls.
 18 Q. Does he do anything else?
 19 A. I believe he orders parts sometimes.
 20 Q. Okay.
 21 Anything else?
 22 A. Not that I'm aware of, no.
 23 Q. All right.
 24 And -- all right.

1 And there are others with the
 2 email address @midwestdocksolutions.com as
 3 well, correct?
 4 A. Yes.
 5 Q. And do you know how the other
 6 employees get that email address?
 7 A. How they got the address?
 8 Q. Yeah.
 9 A. I believe that was also created at
 10 the -- from Mandy.
 11 Q. So if somebody new is hired, do you
 12 know how it's determined whether they get an
 13 email address -- you know,
 14 @midwestdocksolutions.com?
 15 A. Only office people have that. I don't
 16 believe we've gotten any new employees since
 17 those were created.
 18
 19 (WHEREUPON, the document was
 20 marked Plaintiff's
 21 Exhibit 40 for identification,
 22 as of 9/22/25.)
 23
 24

1 BY MR. McJESSY:

2 Q. Okay. All right.

3 I'm going to hand you what's
4 been marked as Exhibit 40. And if -- if you
5 could turn -- I'll represent to you that these
6 are what it says on the first page there.
7 They're Defendant Midwest Dock Solutions
8 Objections and Answers to Plaintiff's First Set
9 of Interrogatories and Document Production
10 Request.

11 Do you see that there?

12 A. Ah-huh.

13 Q. And if you turn to the last page of
14 that, you'll see that there's a verification
15 there attached by Mr. Zarlengo.

16 Do you see that?

17 A. Yes.

18 Q. Okay.

19 And if you turn to the
20 second, third, and fourth -- second and third
21 pages of this document, you'll see there's a
22 number of email -- there's a table, and it says
23 email address.

24 Do you see that?

1 Q. Okay.

2 And -- but on the top of the
3 next page where it says
4 steve@midwestdocksolutions.com, he's in sales,
5 correct?

6 A. Yes.

7 Q. Steve French?

8 A. Yes.

9 Q. Yeah.

10 And is he still there?

11 A. Yes.

12 Q. And he has an email address of
13 midwestdocksolutions.com, correct?

14 A. Yes.

15 Q. And he works in the office?

16 A. He does.

17 Q. So you were -- you knew he had an
18 email address?

19 A. Yes.

20 Q. Okay.

21 And the next one, Jeff
22 Gibson, where it's
23 jeffg@midwestdocksolutions.com, he's also a
24 technician.

1 A. Yes.

2 Q. And then if you look down the list by
3 certain person's names, it has their email.

4 Do you see that?

5 A. Yes.

6 Q. And if you look through those, do
7 those email addresses look familiar to you,
8 that those persons have those email addresses?

9 A. A few of them that work in the office,
10 yes.

11 Q. Okay.

12 How about somebody -- and
13 that's sort of where I was going with this.
14 Like on the first page, it's got Ronald Cronk.

15 Do you see that?

16 A. Yes.

17 Q. Did I say that right, C-r-o-n-k,
18 Cronk? And it's got
19 ronc@midwestdocksolutions.com, and it shows
20 that he's a technician, right?

21 A. Yes.

22 Q. Were you aware that he had an email
23 address?

24 A. I was not, no.

1 Do you see that?

2 A. I see that, yes.

3 Q. Were you aware he had an email address
4 of midwestdocksolutions.com?

5 A. No.

6 Q. Okay.

7 How about
8 janie@midwestdocksolutions.com? Were you aware
9 that Jane Graham had an email address?

10 A. Yes.

11 Q. How were you aware of that?

12 A. Because she's a warehouse employee, so
13 I do have some interaction with her.

14 Q. Okay.

15 And what's the nature of your
16 interaction with her?

17 A. She will email me receipts for things
18 that she had purchased for the warehouse.

19 Q. Like what kind of things would she
20 purchase for the warehouse?

21 A. Any shop supplies that she may need.

22 Q. Can you think of things that would be
23 examples?

24 A. A ladder. She also does welding, so

1 it could be welding supplies.

2 **Q. Okay.**

3 As you -- as you look through
4 this list here, can you tell me the persons who
5 you knew had -- other than the ones you've
6 already talked about -- knew had
7 midwestdocksolutions.com e-mail addresses?

8 A. I did know Danny. I know David
9 because he's in sales.

10 **Q. David?**

11 A. Mortel.

12 **Q. M-o-r-t-e-l-l.**

13 A. I do know Ira Sugar and Amber.

14 **Q. What's Amber's last name?**

15 A. Toigo.

16 **Q. T-o-i-g-o?**

17 A. Yes. And Tony Zarlengo.

18 **Q. And I take it, those are people who**
19 **you would communicate with by e-mail?**

20 A. Yes.

21 **Q. Okay.**

22 How about James -- James
23 Johnson?

24 A. He's no longer there.

1 **Q. Okay.**

2 **So he just did service?**

3 A. I believe so, yes.

4 **Q. Okay.**

5 **And how about Steven French?**

6 A. He does mostly service.

7 **Q. Okay.**

8 **When you say "mostly," then,**
9 **does he do also some new construction?**

10 A. He has just started doing a few, yes.

11 **Q. So he does both now?**

12 A. Yes.

13 **Q. Okay.**

14 **And what -- what does service**
15 **sales entail?**

16 A. He has certain clients that he
17 provides service for. When they call, those
18 are his account.

19 **Q. I see.**

20 A. So he would take the call for that and
21 schedule the service for that.

22 **Q. Okay.**

23 **And -- oh, I'm sorry. Did I**
24 **cut you off? I didn't mean to.**

1 **Q. When he -- oh, okay. When did he**
2 **leave?**

3 A. I think it was in December. I would
4 say, maybe, a year ago.

5 **Q. So sometime in the fall of 2024 or**
6 **winter?**

7 A. I'm not positive.

8 **Q. Did he leave, or was he fired? I**
9 **mean, did he leave of his own volition, or was**
10 **he terminated?**

11 A. He left.

12 **Q. On his -- of his own volition?**

13 A. Yes.

14 **Q. All right.**

15 **And what did he do?**

16 A. He was in sales.

17 **Q. Okay.**

18 **And new construction sales?**
19 **Service sales? Both?**

20 A. I believe, mostly service sales.

21 **Q. Mostly service.**

22 **What did he do, sell new**
23 **construction?**

24 A. No. I don't think so.

1 A. No. No.

2 **Q. Okay.**

3 **And does he also find new**
4 **clients?**

5 A. Yes.

6 **Q. Okay.**

7 **Can you give me some examples**
8 **of -- of like who -- and they don't have to be**
9 **just his, but service clients that Midwest Dock**
10 **Solutions has?**

11 A. You're looking for names of some of
12 them?

13 **Q. Yeah. Yeah.**

14 A. I should know those. But, of course,
15 my brain is like -- let's see. We do like XPO
16 Logistics. We do -- let's see. I'm trying to
17 think.

18 **Q. There's probably some major clients.**

19 A. Let's see. Why can't I think of them?

20 **Q. Okay.**

21 **Well, you know what? We can**
22 **come back to that. If you think of them as we**
23 **go along, I'm just looking for, you know, some**
24 **examples of, maybe, the major clients that**

1 would be illustrative of the service clients
2 that Midwest has.

3 A. Yeah. Let me think about that.

4 Q. All right.

5 New construction versus
6 service work, how much of the business would
7 you say is -- is service work, and how much of
8 it is new construction?

9 A. I'm really not sure. I mean, I really
10 couldn't gauge.

11 Q. All right.

12 How about on a daily basis?
13 How much of your time is spent doing work
14 related to service clients versus new
15 construction clients?

16 A. I don't usually do the billing anymore
17 for service, so --

18 Q. Did you used to?

19 A. I did.

20 Q. And when -- when did you do that?

21 A. I did that just up until, maybe, just
22 a few years ago.

23 Q. So can you give me just an
24 approximation? Are we talking 2022, 2023?

1 A. She enters the bills that we receive.

2 Q. And what do you mean by that?

3 A. We use Zero. She enters those in
4 Zero.

5 Q. What is Zero?

6 A. It's like an accounting system.

7 Q. Okay.

8 So what kind of bills would
9 she enter into Zero, like for parts and
10 supplies?

11 A. Bills for those, yes --

12 Q. Okay.

13 A. -- that we have to pay.

14 Q. Bills from your -- your vendors?

15 A. Yes.

16 Q. Does Zero do anything else besides
17 keep track of -- of bills that need to be paid?

18 A. Well, she enters the invoices there,
19 creates invoices for service.

20 Q. Okay.

21 So customers that you've
22 worked for, to bill them for your services,
23 they're created in the Zero software?

24 A. Okay.

1 A. I'll say 2022.

2 Q. Okay.

3 And then what changed so that
4 you stopped doing the billing for the service
5 work?

6 A. We got very busy, and it was hard to
7 keep up with billing.

8 Q. You got very busy with new
9 construction or with service work or just
10 overall?

11 A. Just overall.

12 Q. Okay.

13 So you had to give up on --

14 A. Give it to someone else.

15 Q. I see.

16 A. Yes.

17 Q. Okay.

18 Who did you hire to do the
19 billing for the service work?

20 A. Amber Toigo.

21 Q. Is that what she does primarily is the
22 billing for the service work?

23 A. Yes.

24 Q. Does she do anything else?

1 Q. Okay. All right.

2 And does Zero software do
3 anything else?

4 A. I do enter new construction in there.

5 Q. Okay.

6 A. It's not necessarily billed through
7 there because it's done a different way, but --
8 so we can keep track of what is owed to us.

9 Q. Okay.

10 So all of the billing for the
11 new construction and for the service work is
12 entered into the Zero accounting software?

13 A. Yes.

14 Q. And so that's so that all of it can be
15 kept track of in one place?

16 A. Yes.

17 Q. Okay.

18 And you said -- does the Zero
19 accounting software, then, issue the billing
20 statements to the service clients? Is that how
21 the invoices get issued?

22 A. To people that owe us --

23 Q. Yes.

24 A. -- for work we've done?

1 **Q. Yes.**
 2 **A. Yes.**
 3 **Q. Okay.**
 4 **And then how -- how is the**
 5 **billing done for the new construction that's**
 6 **different?**

7 **A. Those are usually done on pay apps.**

8 **Q. Okay.**

9 **Pay apps?**

10 **A. Yes.**

11 **Q. P-a-y a-p-p-s?**

12 **A. Yes.**

13 **Q. Okay.**

14 **And what is a pay app?**

15 **A. It shows what the project total is,**
 16 **how much of the project has been completed, and**
 17 **how much we're billing for.**

18 **Q. Okay.**

19 **A. Because you're only -- you can only**
 20 **bill for what you've completed, so it's -- it's**
 21 **an ongoing process.**

22 **Q. Okay.**

23 **And does -- are there**
 24 **different pay apps?**

1 **A. Some contractors have their own form,**
 2 **which is basically the same information. It**
 3 **just may look slightly different.**

4 **Q. By "apps," do you mean applications?**
 5 **Was that a shorthand phrase or -- I'm trying to**
 6 **figure out, is it a -- like when you say "app,"**
 7 **what I'm thinking of is my phone, and it has**
 8 **different apps.**

9 **A. Oh, no, no. Right. It would be a pay**
 10 **application, I guess.**

11 **Q. Okay.**

12 **And is that something that's**
 13 **typed up on the computer, like a Word document**
 14 **or a PDF document, that kind of thing?**

15 **A. Yes. Yes.**

16 **Q. Okay.**

17 **And then it's forwarded by**
 18 **email to the contractors?**

19 **A. Yes.**

20 **Q. Okay.**

21 **But you said some of the**
 22 **contractors have their own pay apps, correct?**

23 **A. They may have a similar form, but --**

24 **Q. Okay.**

1 **So that's what you meant when**
 2 **you said they have their own? They have a**
 3 **different form?**

4 **A. It's all basically the same**
 5 **information, yes.**

6 **Q. Okay.**

7 **And how do you prepare those**
 8 **forms? What software program do you use?**

9 **A. I believe I use Excel.**

10 **Q. Okay.**

11 **And then it's emailed to the**
 12 **different contractors?**

13 **A. Yes.**

14 **Q. And then do you enter that information**
 15 **into the Zero software as well?**

16 **A. Yes.**

17 **Q. All right.**

18 **And how do you know how much**
 19 **work has been completed on a given project?**

20 **A. I usually ask the person, the**
 21 **salesperson, whose job it is.**

22 **Q. Okay.**

23 **So you'd ask, for example,**
 24 **Ira Sugar?**

1 **A. Yes.**

2 **Q. Or Steven French?**

3 **A. Yes.**

4 **Q. All right.**

5 **Or who else would be the**
 6 **salespersons on the new construction jobs?**

7 **A. Tony Zarlengo.**

8 **Q. Okay.**

9 **He has -- Tony sells, too?**

10 **A. Yes.**

11 **Q. And who else?**

12 **A. That's it, yeah.**

13 **Q. So just to sort of recap that, just so**
 14 **I don't make a mistake, the salespersons who**
 15 **you -- for new construction jobs who you reach**
 16 **out to to find out when to bill and how much to**
 17 **bill a job are Steve French, Ira Sugar, and**
 18 **Tony Zarlengo?**

19 **A. Yes.**

20 **Q. And nobody else?**

21 **A. No.**

22 **Q. How do you know which salesperson is**
 23 **responsible -- and for right now, I'm going to**
 24 **use -- when I say salesperson, I'm including**

Mr. Zarlengo, Tony Zarlengo, since you said he's one of the people.

How do you know which one of them to contact?

A. I usually get the contract from them. So if it's Ira's project, he will get me the contract for that.

Q. Okay.

And how do you get the contract? Is it emailed to you, or do they print it out, hand you a copy? How does that work?

A. Sometimes both. I mean, I've gotten them through email or handed a copy.

Q. Okay.

Is one more common than the other?

A. Well, he will give me that once it's been signed, when he's sending it, so he will physically give me the copy then because he's scanning it to them. If it's signed by the construction company, the fully signed one, it's usually an email.

Q. Okay. All right.

work with them in getting this information so you can bill it?

A. Right. I don't know the progress, but they do.

Q. Okay.

Prior to when Amber was hired, were you doing the billing for the service work?

A. Yes.

Q. Okay.

And were you using the same software program for that?

A. Yes.

Q. Okay.

And you were also billing for the new construction work?

A. Yes.

Q. And you were keeping track of that work also with the Zero software program?

A. Yes.

Q. Do you know how long you've been using that accounting software?

A. It's been a while.

Q. Do you think, at least, five years?

So when you have -- when you have a new construction job and the job starts, how do you know when to start billing for the work?

A. I usually go to the sales person and ask if -- if we can bill it for that month.

Q. Oh, okay. So sort of on a monthly basis you say, hey, what projects can I bill this month?

A. Right.

Q. And do you know how they know whether a project is ready to be billed?

A. I believe it's how much work is completed.

Q. How do they know that?

A. Because they're responsible for scheduling the work to be on.

Q. Okay.

So that's part of -- their job is to monitor what the progress is of the job as it goes along?

A. Yes.

Q. Okay.

And you know that because you

A. I was going to say five.

Q. Okay.

Do you know what you were using before that?

A. QuickBooks.

Q. Okay.

And you were using QuickBooks for both billing the service work and the new construction work?

A. Yes.

Q. Okay. All right.

Now, when Amber was hired -- you said, I think -- I think approximately three years ago. Does that sound right?

A. Yes.

Q. Okay.

So she was given an email address @midwestdocksolutions.com, correct?

A. Yes.

Q. Okay.

And do you know how she was provided with that?

A. I believe, through Mandy Zarlengo.

Q. Okay.

1 And does -- well, let me take
 2 a step back.
 3 The office has a computer
 4 system?
 5 A. I'm not -- what do you mean?
 6 Q. Well, who in -- who in the office has
 7 a computer?
 8 A. You want all of the names?
 9 Q. Yeah.
 10 A. I do. Tony does. Tony Zarlengo,
 11 Steve French, Ira Sugar, Mike Richert, Amber,
 12 and Danny.
 13 Q. All right.
 14 How about Tony Brutti?
 15 A. Well, he doesn't work for Midwest
 16 Dock.
 17 Q. But does he have a computer? He has
 18 an office in the same facility, right?
 19 A. Yes.
 20 Q. And does he have a computer?
 21 A. He does.
 22 Q. Okay.
 23 And Danny -- Danny was
 24 Danny --

1 A. Lietz, yeah.
 2 Q. And you gave me -- let's see -- you,
 3 Mr. Zarlengo, Mr. French, Mr. Sugar, Mr.
 4 Richert, Amber, Danny Lietz, and Tony Brutti.
 5 That's one, two -- that's about eight
 6 computers.
 7 Does that sound about right?
 8 A. Yes.
 9 Q. Okay.
 10 And are they all desktop
 11 computers?
 12 A. Yes, except I'm not sure about Tony
 13 Brutti.
 14 Q. Okay.
 15 You know he has a computer.
 16 You're just not sure if it's a desktop
 17 computer?
 18 A. Right.
 19 Q. Okay.
 20 Have you been in Mr. Brutti's
 21 office before?
 22 A. I have.
 23 Q. Okay.
 24 And have you seen the

1 computer?
 2 A. Well, he does have a laptop, so I'm
 3 not sure if he has regular computer.
 4 Q. Okay.
 5 And when -- when you save
 6 something on your computer, can, for example,
 7 Ira Sugar access that document that you've
 8 saved?
 9 A. No.
 10 Q. Okay.
 11 And do you have a printer in
 12 the office?
 13 A. We do.
 14 Q. And can you print to that printer?
 15 A. I can.
 16 Q. How many printers do you have?
 17 A. Just one.
 18 Q. Just one.
 19 And can other people print to
 20 that same printer?
 21 A. Yes.
 22 Q. Okay.
 23 Do you have a copier in the
 24 office?

1 A. It is one in the same, yeah. It's a
 2 big one.
 3 Q. Okay.
 4 That's what I was going to
 5 ask. It's all of the rage.
 6 So everybody can like print
 7 to that same copier?
 8 A. Yes.
 9 Q. Okay.
 10 Does that include Mr. Brutti?
 11 A. Yes.
 12 Q. Okay.
 13 And -- but you don't have --
 14 as far as you know, you don't have like a
 15 common shared directory with any of the other
 16 office staff where you can save a file to the
 17 same directory and then access it?
 18 A. No, we don't.
 19 Q. Okay.
 20 So if you want to give a
 21 computer file to somebody, you have to put it
 22 on a jump drive or something like that and hand
 23 it to them?
 24 A. I would probably email it to them.

1 **Q. You would email it to them?**
 2 A. Yeah.
 3 **Q. I see. Okay.**
 4 **Do you know who set up the**
 5 **computer system at the office?**
 6 MR. HUGHES: Objection. Misstates
 7 her testimony.
 8 BY MR. McJESSY:
 9 **Q. Do you know who set up the -- strike**
 10 **that.**
 11 **Well, you can answer. Strike**
 12 **that.**
 13 **Do you know who set up the**
 14 **computer so that they could all print to the**
 15 **same copier, for example?**
 16 A. That was our -- the company we
 17 purchased of the copier from.
 18 **Q. Do you know who that was?**
 19 A. I do. Of course, I can't think of it
 20 now. Oh, my gosh. Let me think on that.
 21 **Q. Okay.**
 22 **Do you know how long ago you**
 23 **purchased the copier?**
 24 A. Yes. Recently. Maybe six months ago.

1 **Q. All right.**
 2 **And prior to that, did --**
 3 A. Oh, it's Gateway. I'm sorry. Gateway
 4 Business Solutions. Solutions? Gateway
 5 Business. And they're -- they're in Munster,
 6 Indiana.
 7 **Q. Okay.**
 8 **And before that, before you**
 9 **had the copier that everybody was printing to,**
 10 **was there a printer or something else that you**
 11 **could print to or another copier?**
 12 A. Well, we had one prior to that.
 13 **Q. Oh, I see. Okay.**
 14 A. Yes. As a replacement, yeah.
 15 **Q. And did it work in the same way?**
 16 A. Yes.
 17 **Q. Everybody with all of the printers**
 18 **could print to that same copier?**
 19 A. Yes.
 20 **Q. Okay.**
 21 **And how long did you have**
 22 **that one?**
 23 A. Since I started the job. So, yeah, it
 24 lasted a while.

1 **Q. The -- I'd ask what kind it was just**
 2 **for --**
 3 A. A Bizhub. I know that.
 4 **Q. It was what?**
 5 A. A Bizhub.
 6 **Q. A Bizhub? Oh, I haven't heard of that**
 7 **before.**
 8 **Gateway Business Solutions,**
 9 **were they like your copy party?**
 10 A. Yes.
 11 **Q. They did that one, too?**
 12 A. Yes.
 13 **Q. Okay.**
 14 **All -- to your knowledge, do**
 15 **all of the computers in the office have**
 16 **Internet access?**
 17 A. Yes. I believe so.
 18 **Q. All right.**
 19 **And do you have any idea who**
 20 **would have set up the system so that all of the**
 21 **of the computers in the office have Internet**
 22 **access?**
 23 A. I would think Gateway did that.
 24 **Q. Okay.**

1 **But you're not sure about**
 2 **that?**
 3 A. No.
 4 **Q. Okay.**
 5 **Does Midwest Dock Solutions**
 6 **have like an IT person?**
 7 A. No.
 8 **Q. How about an IT company?**
 9 A. No.
 10 **Q. If you have a computer problem, how**
 11 **does -- how does that get dealt with?**
 12 A. Just try to figure it out. Google
 13 things.
 14 **Q. Okay.**
 15 **You don't have somebody that**
 16 **you call in to fix --**
 17 A. No. I mean, not that I -- I really
 18 haven't had any problems.
 19 **Q. Okay. All right.**
 20 **When was the last time the**
 21 **office got any new computers? And I would**
 22 **include Mr. Brutti in that.**
 23 A. Well, I really don't know about him at
 24 all. Like new computers for everybody or --

1 **Q. Anybody.**

2 A. I got mine, maybe, like two years ago.

3 **Q. Okay.**

4 A. I believe, Ira had gotten one, maybe,
5 like a year and a half ago. Other than that, I
6 don't really know.

7 **Q. Okay.**

8 **And how did you get the -- do**
9 **you know how you or Ira got the new computer?**

10 A. I went to the store and bought it.

11 **Q. All right.**

12 **And where did you get it at?**

13 A. I believe I got mine at Best Buy.

14 **Q. Okay.**

15 A. I'm not sure about him.

16 **Q. Okay.**

17 **Were you responsible for**
18 **getting the computer on your own?**

19 A. I just went to go do it.

20 **Q. That's what I meant, yeah.**

21 A. Yeah.

22 **Q. All right.**

23 **You went and you bought it?**

24 A. Right.

1 (After a break from 10:47 a.m.
2 to 10:58 a.m., the deposition
3 was resumed as follows:)

4
5 (WHEREUPON, the document was
6 marked Plaintiff's
7 Exhibit 41 for identification,
8 as of 9/22/25.)
9

10 BY MR. McJESSY:

11 **Q. Let me hand you what I've marked as**
12 **Exhibit 41. And it's got an exhibit sticker on**
13 **the first and second pages, but ignore the**
14 **exhibit sticker on the second page.**

15 **This looks like an email**
16 **exchange between you and somebody at Esser**
17 **Hayes Insurance Group.**

18 **Do you see that?**

19 A. Ah-huh.

20 **Q. Is that a yes?**

21 A. Yes. Sorry.

22 **Q. And it looks like it's dated -- the**
23 **one on the first page is dated April 9, 2020.**

24 **Do you see that?**

1 **Q. Okay.**

2 **You used a company credit**
3 **card or something?**

4 A. Yes.

5 **Q. And then you bring it back to the**
6 **office.**

7 **How does it get hooked up?**
8 **Did you hook it up yourself?**

9 A. As much as possible. And then if I
10 needed help -- I don't remember, but I would
11 have called Gateway to do it.

12 **Q. Okay. All right.**

13 **Can you tell me what time it**
14 **is?**

15 MR. SOPATA: Quarter to 11:00.

16 MR. McJESSY: All right.

17 We've been going about an
18 hour and 15 minutes. Can we like take a
19 five-minute break, and then we can pick it back
20 up.

21 **Is that all right?**
22
23
24

1 A. Yes.

2 **Q. And if you turn to the second page,**
3 **there's an email there that's addressed to**
4 **sherri@midwestdocksolutions.com, and it's dated**
5 **April 9, 2020.**

6 **Do you see that?**

7 A. Yes.

8 **Q. And it looks like they're forwarding**
9 **to you a Certificate of Insurance or something**
10 **like that.**

11 **Is that fair?**

12 A. Yes.

13 **Q. Does that -- the fact that this -- you**
14 **have a sherri@midwestdocksolutions.com email**
15 **address in 2020.**

16 **Does that sound right to you,**
17 **that you could have had it that long ago?**

18 A. Yes.

19 **Q. Okay.**

20 **Maybe longer than that?**

21 A. Possibly.

22 **Q. Okay.**

23 **But, at least, five -- at**
24 **least, back to that period of time, that sounds**

1 right?

2 A. Yes.

3 Q. Okay.

4 And I think you said that
5 when we were talking, but I just wanted to
6 verify that that sounded right to you.

7 And do you see, at the bottom
8 of the first page, where there's -- it's --
9 it's from you. It says from
10 sherriwebber@midwestdocksolutions --
11 sherri@midwestdocksolutions.com, and you're
12 emailing Margaret Stredde.

13 Do you know how to pronounce
14 that?

15 A. I don't.

16 Q. Okay. S-t-r-e-d-d-e.

17 And you also copied Tony
18 Zarlengo on there.

19 Do you see that?

20 A. Yes.

21 Q. And his email address is
22 tony@midwestdocksolutions.com, correct?

23 A. Yes.

24 Q. Okay.

1 And was it -- when you -- you
2 think that, maybe, you had an email address
3 that was sherri@gmail.com, or something like
4 that, that you used for a period of time; is
5 that right?

6 A. Yes.

7 Q. Do you think that you got the email
8 address sherri@midwestdocksolutions.com around
9 the same time Tony got the
10 tony@midwestdocksolutions.com, or did you have
11 an email address that you were using that was
12 like a Gmail address -- you know,
13 sherri@gmail.com or something like that -- and
14 Tony had tony@midwestdocksolutions.com, and
15 then you got your email address later? Does
16 that question make sense to you? Do you
17 understand what I'm asking you?

18 A. So you're asking if we got the
19 midwestdocksolutions.com email at the same
20 time?

21 Q. Yeah. That be would be a better way
22 to put it. I wish I thought of it.

23 A. Yes. I believe that was at the same
24 time.

1 Q. Okay.

2 That's how it worked?

3 Suddenly, they got this email address and
4 started using it?

5 A. Yes.

6 Q. Okay.

7 Do you know who was
8 responsible for getting that? And I don't mean
9 who at the company. I mean, how the
10 arrangement -- who at the company made the
11 arrangements to get that.

12 A. That I don't know.

13 Q. Okay.

14 And we'll get into this more
15 a little bit later, but the company has a
16 website, correct?

17 A. Yes.

18 Q. Okay.

19 And you're aware that that's,
20 you know, www.midwestdocksolutions.com?

21 A. Yes.

22 Q. Okay.

23 And do you know how long the
24 company has had that website?

1 A. That I do not know.

2 Q. Okay.

3 Do you know whether it had
4 the website before the email suffix changed
5 from Gmail to @midwestdocksolutions.com?

6 A. That I don't know either.

7 Q. Okay.

8 Do you have a title?

9 A. I do.

10 Q. What's your title?

11 A. Office manager.

12 Q. Okay.

13 Has that been your title
14 since you were hired?

15 A. I really didn't have a title when I
16 was first hired.

17 Q. Okay.

18 If you -- what position were
19 you hired for?

20 A. I don't really think I was given one.

21 Q. They didn't say we're looking to hire
22 a --

23 A. Well, they didn't have somebody doing
24 my job. It was like a created position, you

1 know.

2 **Q. Okay.**

3 A. It wasn't an existing one that I was
4 filling.

5 **Q. Okay.**

6 **And when were you given the
7 formal title, office manager?**

8 A. I don't know that there was a formal.
9 They just -- I have to sometimes put a title on
10 a document to say who I am, so --

11 **Q. Okay.**

12 **And so you use office
13 manager?**

14 A. Yes.

15 **Q. All right.**

16 **And as far as you know, is
17 Mr. Zarlengo good with that?**

18 A. I think so.

19 **Q. Okay.**

20 **How long have you been using
21 that title?**

22 A. I probably -- the first time that I
23 was asked for it, I suppose. But I don't know.
24 I can't say an exact date.

1 **Q. Okay.**

2 **Do you think more than five
3 years ago?**

4 A. Yes.

5 **Q. Okay.**

6 **So you've been using the
7 title office manager for a fairly long time?**

8 A. Yes.

9 **Q. Okay.**

10 **And when you were hired, what
11 was the position that you understood you were
12 applying for? Like did you know what you'd be
13 doing?**

14 **Strike that.**

15 **What was the position that
16 you thought you were applying for when you were
17 being interviewed?**

18 A. I knew it was to do like office
19 administrative work. I did know it would be
20 some billing, things like that.

21 **Q. Okay.**

22 **When you were hired, did
23 anybody report to you?**

24 A. No.

1 **Q. Does anybody report to you now?**

2 A. No.

3 **Q. Have your job responsibilities changed
4 since you've been hired?**

5 A. Yes.

6 **Q. Well, let me -- let me ask you.
7 What -- what are your job
8 responsibilities now?**

9 A. Well, answer phones, check emails and
10 answer those. I do order Certificates of
11 Insurance when they're requested. I do the new
12 construction billing. I -- I do process the
13 mail, pay bills that are due. I process
14 payments that we receive for invoices. I
15 process payroll into our ADP system. That's
16 all I can think of right now.

17 **Q. All right.**

18 **You said you answer phones.**

19 **Is that the general phone
20 line for the company?**

21 A. Yes.

22 **Q. Okay.**

23 **And you said you check
24 emails.**

1 **Do you check emails other
2 than your own?**

3 A. No.

4 **Q. Okay.**

5 **So you only check the email
6 account sherri@midwestdocksolutions.com?**

7 A. Yes.

8 **Q. Okay.**

9 **And you said you do new
10 construction billing.**

11 **Is that like -- that's
12 preparing the payment applications?**

13 A. Yes.

14 **Q. Do you prepare any other sort of
15 invoices?**

16 A. Very rarely anymore.

17 **Q. Okay.**

18 **You used to --**

19 A. Yes.

20 **Q. -- when you did the service work?**

21 A. Right.

22 **Q. Okay.**

23 **And that was about three
24 years ago?**

1 A. Yes.
 2 **Q. And -- and so you would prepare --**
 3 **then you would prepare invoices for the service**
 4 **clients?**
 5 A. Yes.
 6 **Q. Any other invoices that you would**
 7 **prepare at that time?**
 8 A. No. I don't think so.
 9 **Q. All right.**
 10 **And you said very rarely now.**
 11 **I take it, you do it when**
 12 **Amber is unavailable to do it?**
 13 A. Right.
 14 **Q. Okay.**
 15 **And how did the invoices get**
 16 **sent out, the payment applications and the**
 17 **service invoices?**
 18 A. Through email.
 19 **Q. Okay.**
 20 **And that's true for both**
 21 **systems?**
 22 A. Yeah.
 23 **Q. Okay.**
 24 **You write checks?**

1 A. Yes.
 2 **Q. Okay.**
 3 **And -- and you don't -- do**
 4 **you sign checks?**
 5 A. No.
 6 **Q. Mr. Zarlengo signs checks?**
 7 A. Correct.
 8 **Q. Anybody else?**
 9 A. Mike Richert can sign checks.
 10 **Q. He's an authorized signer?**
 11 A. Yes.
 12 **Q. Does he sign checks?**
 13 A. Occasionally. Not often.
 14 **Q. Okay.**
 15 **Is it like if he's in the**
 16 **office and -- and Mr. Zarlengo is not --**
 17 A. Right, yes.
 18 **Q. -- then he'll sign a check?**
 19 A. Yes.
 20 **Q. Okay.**
 21 **And how do you prepare the**
 22 **checks?**
 23 A. I just write them out.
 24 **Q. By hand?**

1 A. Yes.
 2 **Q. Okay.**
 3 **And do you have like a --**
 4 **does your account record have like a carbon**
 5 **copy system? When you write out a check, it**
 6 **keeps a carbon copy of it?**
 7 A. Yes.
 8 **Q. And then do you enter the checks into**
 9 **any sort of system?**
 10 A. Into Zero.
 11 **Q. Okay.**
 12 **All checks?**
 13 A. Yes.
 14 **Q. You're familiar with Gineris &**
 15 **Associates?**
 16 A. Yes.
 17 **Q. Okay.**
 18 **G-i-n-e-r-i-s, I think.**
 19 A. Correct.
 20 **Q. Do they have access to the Zero**
 21 **system?**
 22 A. They do.
 23 **Q. Okay.**
 24 **So the Zero system has your**

1 **account -- if that's a fair description -- and**
 2 **is maintained in the cloud; is that right?**
 3 **Online somewhere?**
 4 A. No. I mean, we log into it. It's --
 5 **Q. Okay.**
 6 **That's what I meant. You log**
 7 **in through the Internet?**
 8 A. Yes.
 9 **Q. And then all of your information --**
 10 **yours, meaning Midwest information's -- is**
 11 **stored in the -- on the Zero system --**
 12 A. Program.
 13 **Q. -- wherever that is, correct?**
 14 A. Yes.
 15 **Q. Okay.**
 16 **And so the folks at Gineris &**
 17 **Associates, they can log into it, too?**
 18 A. Yes.
 19 **Q. Okay.**
 20 **Are all deposits also entered**
 21 **into the Zero system?**
 22 A. Yes.
 23 **Q. Okay.**
 24 **Do you -- do you know whether**

1 **Dock & Door has an account with Zero or uses**
2 **Zero?**

3 A. They do.

4 **Q. They do. Okay.**

5 **And have they been using it**
6 **about the same amount of time that Midwest Dock**
7 **Solutions has been using it?**

8 A. That I don't know.

9 **Q. Okay.**

10 **And how do you know that they**
11 **use it also?**

12 A. Because we do contract them to do some
13 work for us, and the invoices get emailed over
14 to me.

15 **Q. Okay.**

16 **And how can you tell that the**
17 **invoice was generated by the Zero system?**

18 A. Because it has like a -- a button
19 where you could like access the invoice or like
20 copy it over.

21 **Q. Oh.**

22 **The email has a -- something**
23 **imbedded in the email that you click on?**

24 A. Yes.

1 A. No. We -- we don't send invoices out
2 like that.

3 **Q. Okay.**

4 A. We save them as a file and attach the
5 file to the email.

6 **Q. And the file somehow says Zero on it**
7 **or --**

8 A. No.

9 **Q. I'm sorry. I don't -- I don't**
10 **understand.**

11 **You said that you knew**
12 **Dock -- Dock & Door uses the Zero system**
13 **because you get invoices from them.**

14 A. From them, yes.

15 **Q. And it has a link that you click on,**
16 **and somehow that identifies it as Zero?**

17 A. Yes.

18 **Q. What identifies it as Zero?**

19 A. There's --

20 **Q. Like does it say Zero or --**

21 A. Well, you can click on it. And then
22 if -- if the other person receiving it has
23 Zero, that will like copy that invoice into
24 their system.

1 **Q. I see.**

2 **And -- and that somehow**
3 **identifies it as the Zero system?**

4 A. Yes.

5 **Q. I got it.**

6 **And then when you click on**
7 **the button, it opens the invoice or something**
8 **like that?**

9 A. Yes.

10 **Q. Okay. I understand.**

11 **And -- so when you send**
12 **out -- when Midwest Dock Solutions sends out**
13 **its invoices for the service work, they go out**
14 **by Zero?**

15 A. They're created through Zero, but we
16 send them on just through email.

17 **Q. Oh, I see.**

18 **So you create -- I think I**
19 **want -- I just want to make sure I understand.**

20 **So you use Zero to create the**
21 **invoice, but the email would come from Amber**
22 **or, for example, you, and it would have a link**
23 **in it that somehow somebody would click on to**
24 **get their invoice from the Zero system?**

1 **Q. I see.**

2 **And you do, and it does?**

3 A. Yes.

4 **Q. I see.**

5 **You do have Zero. And when**
6 **you click on it, it does copy the invoice in**
7 **your system?**

8 A. Because I log into our system, and it
9 will transfer over, yes.

10 **Q. I see.**

11 **So -- but who does the email**
12 **come from?**

13 A. The email?

14 **Q. With the link.**

15 A. That comes from Tony Brutti.

16 **Q. Okay.**

17 **And does it come from like**
18 **his email address?**

19 A. Yes.

20 **Q. I see.**

21 **And when -- then when Midwest**
22 **Dock sends out invoices, when it creates an**
23 **invoice in Zero, how does that invoice get sent**
24 **out?**

1 A. That invoice is saved as -- like in a
2 Word document or a -- well, a PDF. I'm sorry.
3 Not a Word document. And then that's attached
4 to an email that's outgoing.

5 **Q. I see.**

6 **So you just -- and it's like**
7 **you're sherri@midwestdocksolutions.com --**

8 A. Yes.

9 **Q. -- or amber@midwestdocksolutions.com,**
10 **that's her email address for your email that's**
11 **going out?**

12 A. Yes. And we're attaching that file to
13 the email.

14 **Q. As a PDF?**

15 A. Yes.

16 **Q. I see.**

17 **And when the customer gets**
18 **that invoice, if they have Zero, can they click**
19 **on it and download it into their system?**

20 A. No.

21 **Q. Oh, because you're not sending it out**
22 **that way?**

23 A. Right.

24 **Q. I see.**

1 **accounts for Midwest Dock Solutions?**

2 A. Yes.

3 **Q. Have you ever done that for**
4 **Dock & Door?**

5 A. No.

6 **Q. Have you ever written checks for**
7 **Dock & Door?**

8 A. No.

9 **Q. Have you ever issued invoices on**
10 **behalf of Dock & Door?**

11 A. No.

12 **Q. Let's see.**

13 **You paid -- you paid -- I'm**
14 **sorry. Strike that.**

15 **You paid Midwest Dock**
16 **Solutions' bills, correct?**

17 A. Yes.

18 **Q. All right.**

19 **And that's part of preparing**
20 **the checks and things like that; is that right?**

21 A. Yes.

22 **Q. And you mentioned pay -- you handle**
23 **Midwest Dock Solutions' payroll. We talked**
24 **about that, that you entered the hours in ADP's**

1 **But Tony Brutti, when he**
2 **sends the invoices, he does send them in a**
3 **manner that they can be added to your system if**
4 **you open them in Zero?**

5 A. Yes.

6 **Q. I see. Okay.**

7 **And does he send out the**
8 **invoices for all of the work that he may do for**
9 **Midwest Dock Solutions or just some of the work**
10 **that he may do for Midwest Dock Solutions?**
11 **Does he always use Zero to invoice Midwest Dock**
12 **Solutions?**

13 A. Yes. He always uses it. I don't know
14 like when he -- you know, what work he's
15 sending it for other than what's on the
16 invoice.

17 **Q. Okay.**

18 **And do the invoices describe**
19 **the work that was done?**

20 A. Yes.

21 **Q. And does Midwest Dock Solutions**
22 **maintain those invoices in its system?**

23 A. Yes.

24 **Q. Do you balance or reconcile the bank**

1 **system?**

2 A. Correct.

3 **Q. Do you do any other part of the**
4 **payroll for Midwest Dock Solutions, like**
5 **prepare quarterly payroll reports or anything**
6 **like that?**

7 A. No.

8 **Q. Do you -- is all of that handled by**
9 **Gineris?**

10 A. Yes.

11 **Q. What is the nature of your -- you**
12 **mentioned earlier that you interact with the**
13 **general contractors for the new construction**
14 **business that Midwest Dock Solutions does,**
15 **insofar as, you know, getting Certificates of**
16 **Insurance, correct?**

17 A. Yes.

18 **Q. Okay.**

19 **What other interaction would**
20 **you have with the general contractors?**

21 A. To submit the billing to them.

22 **Q. Okay.**

23 **Like, hey, can we bill this?**

24 A. There's usually certain dates in the

1 contract that you can bill by, and sometimes
2 they will send an email with a print date. So
3 it's asking if we're billing, and it has to be
4 done by a certain date.

5 **Q. Okay.**

6 **And you can set those off the**
7 **to the side just so there's no clutter in front**
8 **of you.**

9 **Forty-two. Forty-three.**
10 **Forty-four. Forty-five.**

11 (WHEREUPON, the documents were
12 marked Plaintiff's
13 Exhibits 42, 43, 44, and 45 for
14 identification, as of 9/22/25.)
15

16
17 BY MR. McJESSY:

18 **Q. All right.**

19 **And I've handed you a**
20 **sampling of emails there labeled Exhibits 42,**
21 **43, 44, and 45, and have you had a chance to**
22 **sort of look at those generally?**

23 A. Yes.

24 **Q. All right.**

1 **And do these look like emails**
2 **that you exchange with general contractors**
3 **concerning billing issues on -- on different**
4 **jobs?**

5 A. Yes.

6 **Q. All right.**

7 **And are these sort of**
8 **representative of the kind of emails that you**
9 **would exchange with general contractors**
10 **concerning billing matters?**

11 A. Yes.

12 **Q. Okay.**

13 **So in looking at this,**
14 **Exhibit 42, for example, this one says -- it's**
15 **an email to Jay Linsley; is that correct?**

16 A. Ah-huh.

17 **Q. Is that yes?**

18 A. Yes.

19 **Q. And that's a -- is that a Pepper**
20 **Construction job, do you recall? Matteson 57?**

21 A. I think so.

22 **Q. If you look at the next exhibit,**
23 **Exhibit 43, that looks like it's an email there**
24 **on the bottom of the first page. It's from**

1 **jlinsley@pepperconstruction.com?**

2 A. Yes.

3 **Q. And I'm assuming that's probably the**
4 **same Jay Linsley?**

5 A. Yes.

6 **Q. Okay. L-i-n-s-l-e-y. Linsley.**

7 **And how would you, for**
8 **example, know -- it says hi, Jay, just**
9 **wondering if a change order has been issued yet**
10 **for \$1,850 for the replacement of the damaged**
11 **lower track and jam seal.**

12 **Do you see that?**

13 A. Ah-huh.

14 **Q. That's Exhibit 42.**

15 **Like how would you know about**
16 **that in order to be asking about it?**

17 A. Whoever's project this is, the
18 salesman would tell me that they're expecting a
19 change order, so then I would put a note in the
20 file to make sure that it was followed up if we
21 didn't get one.

22 **Q. Okay.**

23 **And you're familiar with what**
24 **change orders are?**

1 A. Yes.

2 **Q. All right.**

3 **And those are often issued as**
4 **part of the new construction jobs that you're**
5 **billing on?**

6 A. Yes.

7 **Q. It's not uncommon, anyway?**

8 A. No. No.

9 **Q. And then on Exhibit 44, for example,**
10 **where you say hi, Jay, can we bill the final**
11 **five percent retention yet, what's that**
12 **referring to?**

13 A. Well, each contract has their own
14 retention. So if we're billing a certain
15 amount, that retention gets deducted from that.

16 **Q. Okay.**

17 A. And that is not payable until the
18 project is completely done by everyone.

19 **Q. Okay.**

20 **And then you bill that**
21 **retention? Bill for that retention?**

22 A. Right. And because everything had
23 been billed up until that point, I was asking
24 if we can bill that yet because I wouldn't know

1 when the project is completed with everyone
 2 else.
 3 **Q. Okay.**
 4 **And then if we look at**
 5 **Exhibit 45, that's an email -- I'm looking at**
 6 **the second email down on the first page. It's**
 7 **one from Ira Sugar to you. It looks like he's**
 8 **forwarding a message.**
 9 **Do you see that?**
 10 **A. Yes.**
 11 **Q. And he's forwarding you information**
 12 **related to the billing on this project; is that**
 13 **right?**
 14 **A. Yes.**
 15 **Q. All right.**
 16 **And the prior emails look**
 17 **like you were reaching out to Jay Linsley**
 18 **directly. But in this case, it looks like they**
 19 **forwarded information to Ira Sugar.**
 20 **He was the contact on this**
 21 **project, right?**
 22 **A. Right.**
 23 **Q. All right.**
 24 **And then you know to go ahead**

1 **A. Yes.**
 2 **Q. Okay.**
 3 **And you would do this -- that**
 4 **kind of work with ARCO Murray?**
 5 **A. Yes.**
 6 **Q. And Clayco?**
 7 **A. Yes.**
 8 **Q. And Krusinski Construction?**
 9 **A. Yes.**
 10 **Q. Meridian Design Build?**
 11 **A. Yes.**
 12 **Q. Morgan/Harbour Construction?**
 13 **A. Yes.**
 14 **Q. Opus Design Build?**
 15 **A. Yes.**
 16 **Q. Peak Construction?**
 17 **A. Yes.**
 18 **Q. Pepper Construction?**
 19 **A. Yes.**
 20 **Q. Power Construction?**
 21 **A. What was that?**
 22 **Q. Power Construction?**
 23 **A. Oh, yes.**
 24 **Q. Principal Construction?**

1 **and bill for the final retention because Ira is**
 2 **forwarding this email to you, correct?**
 3 **A. If that's what they're asking for,**
 4 **yes.**
 5 **Q. Let's see. Maybe not.**
 6 **Well, they're telling you to**
 7 **issue a bill, in any event, right?**
 8 **A. Right, yes.**
 9 **Q. And Ira is forwarding this to you so**
 10 **you know to go and do that?**
 11 **A. Yes.**
 12 **Q. Okay.**
 13 **And then, actually, it look**
 14 **likes your top message is actually following up**
 15 **on whether you're to bill for the retention,**
 16 **correct?**
 17 **A. Correct.**
 18 **Q. All right.**
 19 **And Lisa Lewellyn is somebody**
 20 **else, I take it, at Pepper Construction?**
 21 **A. Yes.**
 22 **Q. All right.**
 23 **And is this kind of thing**
 24 **like a regular part of your job?**

1 **A. Yes.**
 2 **Q. Any other big contractors or general**
 3 **contractors like these that you work with?**
 4 **A. That covers most of the big ones,**
 5 **yeah.**
 6 **Q. Okay.**
 7 **I had earlier asked you about**
 8 **service clients of Midwest Dock Solutions, and**
 9 **you had mentioned the XPO Logistics.**
 10 **A. Yes.**
 11 **Q. Have you -- can you remember any**
 12 **others?**
 13 **A. Strack & Van Til, Kroger stores, 3-D**
 14 **Baking, Dakkota.**
 15 **Q. The Dakkota?**
 16 **A. No. It's Dakkota.**
 17 **Q. Okay. Dakkota.**
 18 **A. Let's see. Let's see. Northern**
 19 **Illinois Food Bank. Let's see.**
 20 **Q. What was the second one you said? You**
 21 **said -- can you -- well, strike that.**
 22 **Can you read those back to**
 23 **me? I missed one of them, and I'm hoping maybe**
 24 **you can spell it for me.**

1 (There was a discussion off
2 the record.)

3
4 THE WITNESS: Strack & Van Til?
5 BY MR. McJESSY:

6 Q. What did you say?

7 A. Strack & Van Til.

8 Q. Can you spell it for me?

9 A. S-t-r-a-c-k & Van Til, V-a-n T-i-l.

10 Q. Van Til.

11 Is it Strack & Van Til?

12 A. Yes.

13 Q. Okay.

14 And Dakkota is D-a --

15 A. -- k-k-o-t-a.

16 Q. Oh.

17 And Third Bake?

18 A. 3-D baking.

19 Q. Oh, 3-D Baking.

20 Okay. All right. Thank you.

21 You said you process
22 payments. What does that mean?

23 A. When we get the checks in for our
24 invoices that we have sent out.

1 attaching it to that invoice to show that it
2 was paid.

3 Q. So when you say you -- you have -- do
4 you have the password for the bank account?

5 A. Yes.

6 Q. Okay.

7 You have the login
8 information you need?

9 A. Yes.

10 Q. And how -- what do you download? Is
11 it the bank statement, or is it some sort of
12 like Excel document or --

13 A. It's the statement for the day.

14 Q. Okay.

15 A. The transactions for the day.

16 Q. Oh, I see. Okay.

17 A. So it's done daily. I'm importing
18 them into Zero.

19 Q. All right.

20 If -- if -- you mentioned
21 that you would help obtain insurance
22 certificates for projects, correct?

23 A. Yes.

24 Q. Okay.

1 Q. Okay.

2 What do you do with them?

3 A. I apply the payment in Zero and then
4 prepare the deposit slip.

5 Q. Okay.

6 And do you -- do you actually
7 receive physical checks?

8 A. We do. Some, yes.

9 Q. Okay.

10 And then who takes those to
11 the bank, or how do you deposit them?

12 A. Tony Zarlengo takes them to the bank.

13 Q. Okay.

14 Do you also receive transfers
15 by like ACH or wire transfer?

16 A. We do.

17 Q. All right.

18 And then what do you do with
19 those, or how do you -- how do you get notice
20 that you've received an ACH or wire transfer?

21 A. Well, I download the bank account into
22 Zero.

23 Q. Okay.

24 A. And then would clear that payment by

1 And is it fair to say that --
2 that the contractor can't work on a job site
3 without a Certificate of Insurance?

4 A. Right.

5 Q. Okay.

6 Have you ever been kept off
7 of a job site for failure to provide a
8 Certificate of Insurance in time?

9 A. That I don't know.

10 Q. You don't know.

11 Have you ever helped obtain a
12 Certificate of Insurance on behalf of
13 Dock & Door to get it to a general contractor?

14 A. No.

15 Q. So you've only obtained Certificates
16 of Insurance for Midwest Dock insurance --
17 Midwest Dock Solutions to get those to the
18 general contractor?

19 A. Yes.

20 Q. Okay.

21 Do you prepare and file -- do
22 you prepare or file any tax documents?

23 A. I don't.

24 Q. Okay.

1 **Does Midwest Dock Solutions**
2 **have any sort of employee health insurance**
3 **plan?**
4 A. Yes.
5 **Q. And who is that with?**
6 A. That is with Blue Cross/Blue Shield.
7 **Q. Okay.**
8 **And how long has it had that?**
9 A. Since I started my job.
10 **Q. Since you were there?**
11 A. Yes.
12 **Q. Is that -- or do you have that**
13 **coverage?**
14 A. I don't.
15 **Q. You don't?**
16 A. No.
17 **Q. Okay.**
18 **Did you decline it or --**
19 A. I have had it in the past. But, now,
20 I'm on my husband's plan.
21 **Q. I see. Okay.**
22 **And do you have any**
23 **involvement with the health insurance plan?**
24 A. No.

1 **Q. Do you pay the bills for the plan?**
2 A. I don't.
3 **Q. Do you -- you don't write the checks**
4 **for it? You don't know how to --**
5 A. No.
6 **Q. Okay.**
7 **Do you receive the bills for**
8 **the insurance plan?**
9 A. I think that's automatically
10 processed.
11 **Q. Okay.**
12 A. Like the payments.
13 **Q. All right.**
14 A. I don't pay them. They --
15 **Q. Is that a transaction --**
16 A. I have seen them come through the
17 statements, yes, so --
18 **Q. Okay. I'm sorry. I didn't mean to**
19 **cut you off.**
20 A. No. I've seen them come through the
21 statements, so I don't write checks for them,
22 but they are covered through the bank account.
23 **Q. Okay.**
24 **And is that a transaction**

1 **that you would, then, enter into Zero?**
2 A. It gets entered into Zero when I
3 download that day.
4 **Q. I see.**
5 **And it's automatic?**
6 A. Yes.
7 **Q. Okay.**
8 **Does Midwest Dock Solutions**
9 **have any sort of retirement plan, a 401(k),**
10 **pension, annuity, anything like that?**
11 A. Yes, 401(k).
12 **Q. It has a 401(k).**
13 **And do you have any**
14 **responsibilities with respect to the 401(k)**
15 **plan?**
16 A. No.
17 **Q. Okay.**
18 **And how long has it had a**
19 **401(k) plan?**
20 A. I think it's as long as I've been
21 there.
22 **Q. Okay.**
23 **Are you a participant in that**
24 **plan?**

1 A. I am.
2 **Q. Is that plan open to all of the**
3 **employees?**
4 A. On that, I'm not sure.
5 **Q. You don't have any responsibilities**
6 **for managing that plan or keeping track of**
7 **who's enrolled in it or not enrolled in it --**
8 A. No.
9 **Q. Or anything like that?**
10 A. No.
11 **Q. All right.**
12 **Do you know who's enrolled in**
13 **it?**
14 A. I do.
15 **Q. Okay.**
16 **And how do you know that?**
17 A. Because they have that set up in ADP.
18 **Q. Okay.**
19 **So if somebody's enrolled in**
20 **the plan and getting deductions, it would show**
21 **in their ADP --**
22 A. Yes.
23 **Q. -- paycheck -- pay stub?**
24 A. Yes.

1 (WHEREUPON, the document was
2 marked Plaintiff's
3 Exhibit 46 for identification,
4 as of 9/22/25.)
5

6 BY MR. McJESSY:

7 **Q. I'm going to hand you what I've marked**
8 **as Exhibit 46.**

9 **You mentioned that you**
10 **process the hourly -- the pay hours for the**
11 **employees that are texted to you?**

12 A. Yes.

13 **Q. Have you ever seen a document like**
14 **this before?**

15 A. No.

16 **Q. Okay.**

17 **Are you aware of any**
18 **employees that keep track of their time on a**
19 **form like this?**

20 A. I'm not aware of any.

21 **Q. All right.**

22 **Have you ever seen forms like**
23 **this in the lunchroom at Midwest Dock**
24 **Solutions?**

1 A. Right.

2 **Q. Okay.**

3 **Are you responsible for**
4 **getting the mail from that post office box?**

5 A. Yes.

6 **Q. Okay.**

7 **Do you do that every day?**

8 A. Usually, every other day.

9 **Q. Every other day.**

10 **Does anybody else get the**
11 **mail there, or is it just you?**

12 A. It's just me unless I'm not working,
13 if I'm on vacation.

14 **Q. And then somebody else might get it?**

15 A. Yes.

16 **Q. Okay.**

17 **And if -- if you are on**
18 **vacation, who else would get it?**

19 A. Tony Zarlengo.

20 **Q. Okay. All right.**

21 **And is the post office box**
22 **accessed with a key, or is it a combination?**

23 A. It's a key.

24 **Q. All right.**

1 A. I don't think so.

2 **Q. Okay.**

3 **How are you paid, by check or**
4 **direct deposit?**

5 A. Direct deposit.

6 **Q. All right.**

7 **Have you ever been paid in**
8 **cash?**

9 A. No.

10 **Q. Have you ever been paid through a**
11 **system other than the ADP payroll system?**

12 A. No.

13 **Q. Have you ever -- have you ever been**
14 **paid anything by Dock & Door?**

15 A. No.

16 **Q. Only been paid by Midwest Dock**
17 **Solutions since you started working there?**

18 A. Correct.

19 **Q. You mentioned that you process mail.**

20 A. Ah-huh.

21 **Q. Now, Midwest Dock Solutions has a post**
22 **office box, correct?**

23 A. We do.

24 **Q. At the Steger Post Office?**

1 **And you have a key?**

2 A. I do.

3 **Q. And if you go on vacation and don't**
4 **access it, do you have to give Mr. Zarlengo**
5 **your key, or how does that work?**

6 A. I give him the key, yes.

7 **Q. Okay.**

8 **So you've got like the one**
9 **key?**

10 A. Yes.

11 **Q. And you give it to whoever to open the**
12 **box?**

13 A. Yes.

14 **Q. Okay.**

15 **And both Midwest Dock**
16 **Solutions and Dock & Door receive -- receive**
17 **mail at that post office box, correct?**

18 A. Yes.

19 **Q. Okay.**

20 **And so when you're there, do**
21 **you grab that mail, too.**

22 A. Yes.

23 **Q. Okay.**

24 **And then what do you do with**

1 **the mail that Dock & Door gets?**

2 A. I put it on Tony Brutti's desk.

3 **Q. All right.**

4 **And what kind of mail does**
5 **Dock & Door get at the mailbox?**

6 A. Usually, union papers from the union.

7
8 (WHEREUPON, the document was
9 marked Plaintiff's
10 Exhibit 47 for identification,
11 as of 9/22/25.)

12
13 BY MR. McJESSY:

14 **Q. All right.**

15 **Let me hand you what's been**
16 **marked as Exhibit 47. This is a packet of what**
17 **are preprinted forms that are mailed out by**
18 **the -- by the Mid-America Carpenters Regional**
19 **Counsel Fringe Benefit Funds. They mail out**
20 **these preprinted forms, and you see the address**
21 **on there, it says P.O. Box 363?**

22 A. Yes.

23 **Q. So are these the kind of union forms**
24 **that would show up in the mailbox that you**

1 (There was a discussion off
2 the record.)

3
4 (WHEREUPON, the document was
5 marked Plaintiff's
6 Exhibit 48 for identification,
7 as of 9/22/25.)

8
9 BY MR. McJESSY:

10 **Q. All right.**

11 **I've handed you what's been**
12 **marked as Exhibit 48. And you can flip through**
13 **there, if you'd like, just to see generally**
14 **what the documents are. But they appear to be**
15 **like monthly billing statements with pay**
16 **stubs -- you know, pay attachments, a little**
17 **stub that you cut off and mail back in the**
18 **envelope from Cincinnati Insurance Company.**

19 **Do you see that?**

20 A. Ah-huh.

21 **Q. And those -- those -- that's a yes?**

22 A. Yes.

23 **Q. And those are all addressed to**
24 **Dock & Door at the P.O. Box 363.**

1 **would give to Mr. Brutti?**

2 A. That I wouldn't know. I don't open
3 the mail.

4 **Q. Okay.**

5 **But you notice that the**
6 **return envelope sometimes says Carpenters -- I**
7 **don't know --**

8 A. That's it's from, yes. That it's from
9 the carpenters union, yes.

10 **Q. Okay.**

11 **And so that's how you know**
12 **some of the mail he gets at that post office**
13 **box is from the union?**

14 A. Yes.

15 MR. McJESSY: Okay.

16 I only have one copy of this,
17 so I'm going to first hand it to Mr. Miller,
18 and then ask that Mr. Miller hand it to Mr.
19 Hughes, and let me know if you have any --
20 well, you can see it. I mean, I don't have an
21 extra copy right now. I'm just going to ask
22 general questions.

1 **Do you see that?**

2 A. Yes.

3 **Q. Yeah.**

4 **And you would receive also**
5 **those kind of things in the mail or mail from**
6 **Cincinnati Insurance Company even though you**
7 **didn't know what was in the envelope; is that**
8 **correct?**

9 A. Yes.

10 **Q. And you'd give those to Mr. Brutti as**
11 **well?**

12 A. Correct.

13 **Q. Okay.**

14 **Any other mail that you**
15 **can -- you know, any other names on envelopes**
16 **that you can recall that you would receive at**
17 **the P.O. Box and give to Mr. Brutti?**

18 A. Not that I can recall because all of
19 the mail addressed to Dock & Door Install goes
20 to --

21 **Q. Goes to him.**

22 A. Right.

23 **Q. And does Berkley Insurance Company**
24 **sound familiar? Could you receive those bills**

1 at the post office box also?
 2 MR. HUGHES: Objection.
 3 THE WITNESS: I'm not sure.
 4 BY MR. McJESSY:
 5 Q. Okay.
 6 But you know Dock & Door gets
 7 mail at the post office box. And whatever it
 8 gets, you deliver to Mr. Brutti?
 9 A. Correct.
 10 Q. Okay.
 11 And Midwest Dock Solutions
 12 also gets mail at the mailbox?
 13 A. Yes.
 14 Q. Okay.
 15 And you process that mail?
 16 A. Yes.
 17
 18 (WHEREUPON, the document was
 19 marked Plaintiff's
 20 Exhibit 49 for identification,
 21 as of 9/22/25.)
 22
 23 BY MR. McJESSY:
 24 Q. Okay.

1 Now, I'm going to hand you
 2 what I've marked as Exhibit 49 and ask you if
 3 you've ever seen this document before.
 4 A. I'm not certain.
 5 Q. Okay.
 6 I'll represent to you that
 7 this is the application for post office box
 8 service -- and I'm pretty much just reading the
 9 top -- the top of the document, and it's for
 10 Post Office Box 363.
 11 Do you see that number at the
 12 top?
 13 A. Yes.
 14 Q. And it looks like this application
 15 is -- is dated January 11, 2021.
 16 Do you see that on the
 17 bottom?
 18 A. Yes.
 19 Q. And do you recognize that as Mr.
 20 Zarlengo's signature?
 21 A. Yes, I do.
 22 Q. Okay.
 23 And you're familiar with his
 24 signature because you've seen him sign lots of

1 documents, correct?
 2 A. Yes.
 3 Q. Okay.
 4 Now, this shows that the
 5 application was made in January of 2021.
 6 Do you see that?
 7 A. Yes.
 8 Q. And does that sound about right to
 9 you, how long Midwest Dock Solutions has had
 10 this post office box?
 11 A. Yes.
 12 Q. All right.
 13 And if you turn to the next
 14 page, you see that you're one of the authorized
 15 representatives in paragraph 12 who's
 16 authorized to pick up mail from that address.
 17 Do you see that?
 18 A. Yes.
 19 Q. Okay.
 20 And to your knowledge, has
 21 Tony Brutti ever picked up mail from this
 22 mailbox?
 23 A. No.
 24 Q. Okay.

1 And was there a reason that
 2 this mailbox was opened?
 3 A. Yes.
 4 Q. What was it?
 5 A. We were having checks stolen out of
 6 our mailbox.
 7 Q. Oh.
 8 At the office?
 9 A. At the office, yes.
 10 Q. And which office, just for the record?
 11 A. I believe, the one we're at now.
 12 Q. In Steger?
 13 A. Right. 36th Place, yes.
 14 Q. Okay.
 15 Where -- where was the
 16 mailbox at that location, like the physical
 17 mail? Like when the mailman brought the -- or
 18 the mail person -- strike that. Strike that.
 19 When the mail person brought
 20 the mail, where would they deliver it at that
 21 address?
 22 A. Next to the office entrance.
 23 Q. Is it --
 24 A. Outside.

1 **Q. -- like an actual mailbox?**
 2 A. Yes, like a house mailbox.
 3 **Q. Anybody can walk up --**
 4 A. Yes.
 5 **Q. -- and reach in?**
 6 A. Right.
 7 **Q. Is the office open on weekends?**
 8 A. No.
 9 **Q. So if mail gets delivered on a**
 10 **Saturday, it would sit in the mailbox until**
 11 **Monday?**
 12 A. Yes.
 13 **Q. How did you learn checks were being**
 14 **stolen out of the mailbox?**
 15 A. Because we -- I would check on
 16 payments that were out owed to us, and then I
 17 was told that the check had already been sent
 18 out. And so I asked them to see if it has been
 19 cashed because we didn't receive it and then
 20 found out that they were cashed by other
 21 people. And it was a big thing. It was even
 22 on the news, that it was happening to other
 23 companies.
 24 **Q. All right.**

1 **And so who made the decision**
 2 **to open the P.O. Box?**
 3 A. Tony Zarlengo.
 4 **Q. Okay.**
 5 **And then after that, I take**
 6 **it you changed your billing address for parties**
 7 **that were mailing checks to --**
 8 A. Yes.
 9 **Q. -- to Midwest Dock Solutions, to that**
 10 **address?**
 11 A. Yes.
 12 **Q. All right.**
 13 **And did you have -- do you**
 14 **have -- do you have any mail delivered now to**
 15 **the Steger address, to the Steger street**
 16 **address?**
 17 A. No.
 18 **Q. Okay.**
 19 **What -- what's the address**
 20 **there, did you say, 36 --**
 21 A. 27 East 36th Place?
 22 **Q. So if I call it 36th Place, you'll**
 23 **know what I'm talking about?**
 24 A. Yeah.

1 **Q. Okay.**
 2 **You don't have any mail**
 3 **delivered to 36th Place anymore?**
 4 A. No mail, no.
 5 **Q. Okay.**
 6 **Everything was -- or the**
 7 **email -- or the mailing addresses were changed,**
 8 **like your insurance companies, to be that post**
 9 **office box?**
 10 A. Yes. It was even included on e-mails,
 11 at the bottom of an email.
 12 **Q. Not to -- that your new address was --**
 13 A. To mail payments to us. To send them
 14 to the P.O. Box.
 15 **Q. All right.**
 16 **So prior to this, there was**
 17 **no post office box?**
 18 A. No.
 19 **Q. All of the mail just came to the**
 20 **office?**
 21 A. Yes.
 22
 23
 24

1 (WHEREUPON, the document was
 2 marked Plaintiff's
 3 Exhibit 50 for identification,
 4 as of 9/22/25.)
 5
 6 BY MR. McJESSY:
 7 **Q. Okay.**
 8 **I'm going to hand you what**
 9 **I've marked as Exhibit 50.**
 10 **And if you can just take a**
 11 **look through that generally and let me know**
 12 **when you've been able to do that.**
 13 **All right. You've had a**
 14 **chance to look at that?**
 15 A. Yes.
 16 **Q. Okay.**
 17 **And do you recognize these as**
 18 **billing statements that Midwest Dock Solutions**
 19 **gets for that post office box?**
 20 A. Yes.
 21 **Q. And then there's payment receipts**
 22 **attached showing that it's paid those amounts,**
 23 **too, correct?**
 24 A. Yes.

1 Q. And I take it, since the billing
2 statement -- billing statement is addressed to
3 P.O. Box 363, the billing statement comes in
4 the P.O. Box, too, correct?

5 A. Correct.

6 Q. Okay.

7 And you'll note that these
8 documents all have a Midwest Dock Solutions
9 Bates number on the bottom.

10 Do you see that?

11 A. Yes.

12 Q. Fair to say that Midwest Dock
13 Solutions pays and maintains that post office
14 box?

15 A. Yes.

16 Q. I'd like to ask you a little more
17 detail about the layout of the offices that
18 Midwest Dock Solutions has. But I think you
19 said, when you were hired, the address was on
20 Burville Road; is that right?

21 A. No, Holeman.

22 Q. Holeman Road. Okay.

23 Are you aware that the
24 company had an address on Burville Road?

1 Q. Do you know, did the company -- when
2 you were hired, were you paying bills at that
3 time for the company?

4 A. That I don't remember.

5 Q. You don't remember? All right.

6 Do you remember whether you
7 were involved in paying rent for that location?

8 A. I don't think so.

9 Q. Okay.

10 And can you describe what
11 that office was like for me, what that space
12 was like?

13 A. When you walked in the front door,
14 there was a medium-sized room with several
15 desks in it.

16 Q. Okay.

17 A. And a copy machine, a bathroom. And
18 then there was Tony's office off to the right.

19 Q. Okay.

20 A. And then the shop was off to the left.

21 Q. Tony Zarlengo?

22 A. Yes. His office.

23 Q. And then the shop was off to the --
24 oh, Tony's office was off to the left, and the

1 A. Yes.

2 Q. Okay.

3 Were you ever at that
4 address?

5 A. No.

6 Q. Okay.

7 So the address -- the first
8 location you were at was on -- on Holeman Road,
9 H-o-l-e-m-a-n, in South Chicago Heights; is
10 that correct?

11 A. Correct.

12 Q. And do you remember -- I'm sorry. I
13 apologize.

14 Do you remember when you were
15 hired?

16 A. Yes. January of 2017.

17 Q. Oh, okay. That's right. Okay.

18 And the company moved from
19 the Holeman address to 36th Place, correct?

20 A. Yes.

21 Q. Okay.

22 First, I'd like to ask you
23 some questions about the Holeman Road address.

24 A. Okay.

1 shop was off to the right?

2 A. No, reversed.

3 Q. Oh, okay.

4 Tony's office was off to the
5 right?

6 A. Was to the right, yes.

7 Q. All right.

8 And what was -- what's the
9 shop?

10 A. It's where we kept parts and equipment
11 and -- well, maybe not equipment because I
12 don't think it would fit in there, then, but
13 like parts and things like that.

14 Q. Okay.

15 And how big was the shop,
16 would you say?

17 A. That I really don't remember. I
18 didn't go in there often.

19 Q. Okay.

20 Could you drive into it?

21 A. I don't think so.

22 Q. Okay.

23 And the medium room that
24 had -- you said it had three desks or more?

1 A. I think it had three.
 2 **Q. Okay.**
 3 **And do you know whose desks**
 4 **they were, who used them?**
 5 A. Yes. I think so. Joe Sheridan. I
 6 believe Ira Sugar was hired there. And Tony
 7 Brutti.
 8 **Q. Then when you were hired, where --**
 9 **where did you work?**
 10 A. I had a desk in Tony's office.
 11 **Q. Oh, I see. You shared office space**
 12 **with him?**
 13 A. Yeah. Right.
 14 **Q. Okay. Okay.**
 15 **Anybody else work in the**
 16 **office at that location?**
 17 A. I don't believe so.
 18 **Q. Okay.**
 19 **And you were there -- "you,"**
 20 **meaning Midwest Dock Solutions -- was there**
 21 **until approximately January of 2018.**
 22 **Does that sound right?**
 23 A. I think so. We weren't there that
 24 long --

1 sits right there.
 2 **Q. Just past the foyer?**
 3 A. Yes.
 4 **Q. Okay.**
 5 A. Just inside the door. And then next,
 6 if you walk a little further, then that's my
 7 area.
 8 **Q. All right.**
 9 A. Off to the right is Danny's -- Danny's
 10 office.
 11 **Q. Okay.**
 12 A. And going back to my spot, if you walk
 13 straight through, you'll come to Tony
 14 Zarlengo's office.
 15 **Q. Okay.**
 16 A. So it's kind of like a U-shape. So if
 17 you keep going, you'll hit Mike Richert's
 18 office.
 19 **Q. I'm sorry. I'm going to ask you --**
 20 **actually, now, I'm confused. Could you --**
 21 **could you draw it for me? I was trying to**
 22 **follow along, but --**
 23 A. All right.
 24 **Q. So you walk through the foyer.**

1 **Q. Okay.**
 2 A. -- after I started.
 3 **Q. All right.**
 4 **And then who made the**
 5 **decision to move to 36th Place?**
 6 A. I don't know for sure.
 7 **Q. Okay.**
 8 **Do you know how that came**
 9 **about or why?**
 10 A. I believe that it was space. We
 11 needed a bigger space.
 12 **Q. That's what I was guessing. All**
 13 **right.**
 14 **And can you describe for me**
 15 **the offices at 36th Place? Walk me through the**
 16 **front door into the -- is there a front door?**
 17 A. There is.
 18 **Q. Okay.**
 19 **Walk me through the front**
 20 **door.**
 21 A. There's a foyer area through the front
 22 door.
 23 **Q. Okay.**
 24 A. Once you go through that door, Amber

1 A. Let's see. This way.
 2 **Q. Oh.**
 3 A. This is the door. You come in.
 4 Foyer. You know what? I drew that the wrong
 5 way. It goes that way.
 6 **Q. Let's throw that away and start over.**
 7 A. Yeah. Actually, it goes the other
 8 way.
 9 **Q. If counsel's all right with it.**
 10 **Is that all right?**
 11
 12 (There was a discussion off
 13 the record.)
 14
 15 THE WITNESS: Okay. Here.
 16 BY MR. McJESSY:
 17 **Q. And is there a lunchroom?**
 18 A. Yes.
 19 **Q. Oh, and you wrote that in there?**
 20 A. Yes.
 21 **Q. Are the walls really curved?**
 22 A. It kind of goes --
 23 **Q. It kind of goes like that?**
 24 A. I mean, they're not curved, but I

1 mean --
 2 **Q. I see what you're saying. Okay.**
 3 A. And Amber and I do not have an office.
 4 We're just out in the space. The rest of them
 5 are in offices.
 6 **Q. I see. All right.**
 7 **I'll mark that as an exhibit.**
 8 **We'll make a copy. So this will be Exhibit 51.**
 9
 10 (WHEREUPON, the document was
 11 marked Plaintiff's
 12 Exhibit 51 for identification,
 13 as of 9/22/25.)
 14
 15 BY MR. McJESSY:
 16 **Q. So Tony Brutti --**
 17 MR. HUGHES: Kevin, before you ask
 18 questions about it, can I take a look at it,
 19 please?
 20 MR. McJESSY: Yeah. I'm sorry. Let
 21 me make -- let me have Sheila make copies.
 22
 23
 24

1 (After a brief interruption,
 2 the deposition was resumed
 3 as follows:)
 4
 5 BY MR. McJESSY:
 6 **Q. All right.**
 7 **So looking at Exhibit 51,**
 8 **when you walk through the foyer, Amber's desk**
 9 **is there, like you said.**
 10 **Is your desk to the left of**
 11 **hers?**
 12 A. There's a short half wall, but it's on
 13 the other side.
 14 **Q. Okay.**
 15 A. Yeah.
 16 **Q. And then it says Tony OFC.**
 17 **That's Tony's office?**
 18 A. Yes.
 19 **Q. That's Mr. Zarlengo's office, correct?**
 20 A. Yes.
 21 **Q. Okay.**
 22 **And then if you walk along**
 23 **that wall, I take it the next office is Tony**
 24 **Brutti's and Mike Richert's?**

1 A. Correct.
 2 **Q. Do they share an office?**
 3 A. Yes.
 4 **Q. Are there -- is there more than one**
 5 **desk in there?**
 6 A. Yes.
 7 **Q. Okay.**
 8 **So they each have their own**
 9 **desk?**
 10 A. Yes.
 11 **Q. And then Ira Sugar's office is next to**
 12 **their office?**
 13 A. Correct.
 14 **Q. And then Steve is Steve French?**
 15 A. Yes.
 16 **Q. Okay.**
 17 **And then the lunchroom, I**
 18 **take it, is sort of to the right when you walk**
 19 **in? Is that -- or how would you describe where**
 20 **it is?**
 21 A. It's -- if you keep walking past
 22 Steve's office, you'll go to the lunchroom.
 23 **Q. To the lunchroom?**
 24 A. Yeah.

1 **Q. And how -- can you describe the**
 2 **lunchroom for me?**
 3 A. It's got a really big table with a few
 4 chairs. The bathrooms are there, refrigerator.
 5 **Q. Microwave?**
 6 A. Yes.
 7 **Q. And then how about the -- the -- any**
 8 **other appliances?**
 9 A. No, just a big refrigerator, a small
 10 refrigerator, and then a microwave.
 11 **Q. Okay.**
 12 **And then the shop area is --**
 13 **do you go through the lunchroom to get to the**
 14 **shop?**
 15 A. Yes.
 16 **Q. Okay.**
 17 **And is the shop area big**
 18 **enough to drive trucks into?**
 19 A. Yes.
 20 **Q. The location on Holeman -- on Holeman,**
 21 **did it have an area to park vehicles, like the**
 22 **work trucks?**
 23 A. I believe, in the back.
 24 **Q. Okay.**

1 **And is there a parking area**
2 **for the Steger address?**
3 A. Yes.
4 **Q. Okay.**
5 **So the work trucks get parked**
6 **there?**
7 A. If they're not inside, yes.
8 **Q. Okay.**
9 **How often is Tony Brutti in**
10 **the office?**
11 A. Every day.
12 **Q. Every day.**
13 **Is Tony Brutti -- does he**
14 **still have an office there?**
15 A. Yes.
16 **Q. Okay.**
17 **He still comes into the**
18 **office pretty much daily?**
19 A. Pretty much.
20 **Q. How often would you say Mr. Zarlengo's**
21 **in the office?**
22 A. Every day.
23 **Q. Every day also?**
24 A. Yes.

1 **Q. All right.**
2 **You're in the office pretty**
3 **much every day?**
4 A. Yes.
5 **Q. Okay.**
6 **How about Amber?**
7 A. She's in the office three days a week.
8 **Q. Okay.**
9 **And Ira?**
10 A. Every day.
11 **Q. And Steve?**
12 A. Every day.
13 **Q. Anybody else that works in the office**
14 **area that's there every day?**
15 A. Danny.
16 **Q. Oh, does Danny have an office or desk?**
17 A. I'm sorry. His office, yeah. His
18 internal office.
19 **Q. Okay.**
20 A. So his is in-between like Amber's and
21 mine. Sorry. So Danny's is here. I forgot
22 about him.
23 **Q. Okay.**
24 **I'll make another copy of**

1 **that one.**
2 A. There's no windows. He's, you know --
3 **Q. Oh, I see.**
4 **His office is literally --**
5 A. You go through his office, and you'll
6 come through Ira's, so it's kind of like this
7 big room here. It's a bigger space.
8 **Q. You go -- I'm sorry. Can you say that**
9 **again?**
10 A. If you go through Danny's office, that
11 has another door, so you would come out by Ira.
12 So it's like -- it takes the space of. So it's
13 a bigger -- it's big office.
14 **Q. I get it. Okay.**
15 **Can you walk literally**
16 **through his office? Does he have a door on**
17 **both sides?**
18 A. Yes.
19 **Q. Okay.**
20 **Anybody else who is there**
21 **every day or who has an office -- well, strike**
22 **that.**
23 **Anybody else who has an**
24 **office there?**

1 A. No.
2 **Q. Okay.**
3 **And how about shop workers**
4 **that are there every day?**
5 A. Yes. We do have Janie.
6 **Q. Okay.**
7 **And what's her -- is that**
8 **Graham?**
9 A. Yes.
10 **Q. Janie -- Janie Graham?**
11 A. Yes.
12 **Q. Anybody else?**
13 A. We did have Vinny, but I believe he's
14 not in the warehouse full time. He does other
15 things.
16 **Q. Okay.**
17 **And what's Vinny's last name?**
18 A. Conti.
19 **Q. All right.**
20 **And what does he do besides**
21 **the warehouse work?**
22 A. I believe he delivers material to job
23 sites, and he may possibly be starting service.
24 I'm not sure. I just know he's not there.

1 **Q. Oh, starting to do service work?**
 2 A. Right. Right.
 3 **Q. All right.**
 4 **Anybody else that you can**
 5 **think of?**
 6 A. No. Uh-uh.
 7 **Q. All right.**
 8 **Does the office have a fax**
 9 **machine?**
 10 A. No.
 11 **Q. When was the last time you had a fax**
 12 **machine?**
 13 A. At the Holeman address.
 14 **Q. The Holeman address?**
 15 A. Yes.
 16 **Q. You and Amber both have desks,**
 17 **correct?**
 18 A. I have a counter.
 19 **Q. You have a counter.**
 20 A. It's not really a desk, yes.
 21 **Q. Okay.**
 22 **You mentioned there's a half**
 23 **wall there. Is the counter built out from the**
 24 **half wall?**

1 A. It actually goes around a big area.
 2 It's like -- it goes the whole area from that
 3 half wall all the way around.
 4 **Q. Okay.**
 5 **And do you remember when you**
 6 **moved to that location where -- where the**
 7 **company got that?**
 8 A. Oh, it was there when we got there.
 9 **Q. Oh, it was already there?**
 10 A. Yes.
 11 **Q. All right.**
 12 **How about Amber? She has a**
 13 **desk?**
 14 A. She does.
 15 **Q. Was the desk -- her desk already there**
 16 **or --**
 17 A. Yes.
 18 **Q. Okay.**
 19 **And Tony's office -- was the**
 20 **office rented furnished?**
 21 A. I think so.
 22 **Q. You think all of the office furniture**
 23 **was there when you moved in?**
 24 A. I think so, yes.

1 **Q. Okay.**
 2 **Including Tony's desk, for**
 3 **example?**
 4 A. Yes, his for sure because it's a
 5 built-in type of desk.
 6 MR. HUGHES: Objection as to -- not
 7 objection, but clarification as to Tony, who --
 8 which one you're talking about.
 9 MR. McJESSY: Oh, good point.
 10 BY MR. McJESSY:
 11 **Q. Tony Zarlengo.**
 12 A. Tony Zarlengo's office, yes. It has a
 13 built-in desk.
 14 **Q. Okay.**
 15 **How about Tony Brutti's and**
 16 **Mike Richert's?**
 17 A. They have a desk.
 18 **Q. And was that there when you moved in?**
 19 A. That I'm not positive.
 20 **Q. Okay.**
 21 **And how about Ira Sugar and**
 22 **Steve French?**
 23 A. Yes.
 24 **Q. Okay.**

1 **And how about the**
 2 **lunchroom -- I'm sorry. Strike that.**
 3 **Just to make sure, their**
 4 **desks were already there when you moved in?**
 5 A. Who is that?
 6 **Q. Ira and Steve French.**
 7 A. As far as I know.
 8 **Q. They both have desks.**
 9 A. They do.
 10 **Q. You don't -- okay.**
 11 **You don't know where they**
 12 **came from?**
 13 A. I don't.
 14 **Q. Okay.**
 15 **The lunchroom table, was that**
 16 **already there when you moved in?**
 17 A. I think so.
 18 **Q. Okay. All right.**
 19 **Since you've been there, has**
 20 **Midwest Dock Solutions purchased any office**
 21 **furniture?**
 22 A. Not that I can think of.
 23 **Q. Okay.**
 24 **Now, you know who Tony Brutti**

1 is, obviously, correct?
 2 A. Yes.
 3 **Q. How would you describe him? Who is**
 4 **he?**
 5 A. He is the owner of Dock & Door
 6 Install.
 7 **Q. Okay.**
 8 **And he has an email address,**
 9 **tonyb@midwestdocksolutions.com, correct?**
 10 A. He did.
 11 **Q. Okay.**
 12 **He did?**
 13 A. Yes.
 14 **Q. Does he anymore?**
 15 A. No.
 16 **Q. Did -- did that change?**
 17 A. I'm not getting e-mails from him from
 18 that email address.
 19 **Q. Okay.**
 20 **He could still have it and**
 21 **just not use it; is that correct?**
 22 A. I'm not sure.
 23
 24

1 **tonyb@midwestdocksolutions.com, correct?**
 2 A. Yes.
 3 **Q. Okay.**
 4 **And as far as you know, he**
 5 **could still have that email address; is that**
 6 **correct, or do you know that he -- and, I**
 7 **guess, let me make sure my question's clear.**
 8 **Do you know that he no longer**
 9 **has it, or it's just that you no longer use it?**
 10 A. My email did not go through to it.
 11 **Q. Oh, you received a bounce back?**
 12 A. Yes.
 13 **Q. Like something -- you received one of**
 14 **those -- I can't think of how to describe it --**
 15 **but one of those emails that says this was**
 16 **undeliverable or something like that?**
 17 A. I think so. I mean, I don't know how
 18 else I would know it wasn't going to go
 19 through.
 20 **Q. Okay.**
 21 **Do you know when that**
 22 **happened?**
 23 A. I really don't. I mean, time wise.
 24 **Q. All right.**

1 (WHEREUPON, the document was
 2 marked Plaintiff's
 3 Exhibit 52 for identification,
 4 as of 9/22/25.)
 5
 6 BY MR. McJESSY:
 7 **Q. Okay.**
 8 **Well, why do you say he did**
 9 **have one -- this is Exhibit 52 -- as opposed to**
 10 **he does? Why did you say he did have one as**
 11 **opposed to he does have one?**
 12 A. Because I had emailed him before at
 13 that address.
 14 **Q. Okay.**
 15 **And this email -- or this**
 16 **email exchange that's marked as Exhibit 52 is**
 17 **an example of that, correct?**
 18 A. Yes.
 19 **Q. And that's an email -- I'm looking at**
 20 **the email at the bottom of the first page that**
 21 **says from Sherri Webber to Tony Brutti and Tony**
 22 **Zarlengo, correct?**
 23 A. Yes.
 24 **Q. And the email address there is**

1 **Was it within the last year,**
 2 **do you think, or last couple months?**
 3 A. I'd say within several months.
 4 **Q. Okay.**
 5 **And when was the last time**
 6 **that you think you may have received an email**
 7 **from Tony Brutti at that email account?**
 8 A. Probably a couple months ago.
 9 **Q. Okay.**
 10 **And, in fact, that sounds**
 11 **like within the last several months you tried**
 12 **to email him -- you tried to use that email**
 13 **address, and it bounced back?**
 14 A. Yes.
 15 **Q. Okay.**
 16 **And so you must have thought**
 17 **it was good when you sent the email, correct?**
 18 A. Yes.
 19 **Q. Okay.**
 20 **And did you ever ask him**
 21 **about it, like, hey, Tony, that email bounced**
 22 **back?**
 23 A. I don't think so.
 24 **Q. Okay.**

1 Do you recall having any
2 conversations with Tony Brutti about that email
3 address?

4 A. I don't, no.

5 Q. Or trying to send him an email at that
6 email address?

7 A. No.

8 Q. Okay.

9 Did anybody tell you don't
10 send emails anymore to Tony Brutti at that
11 email address?

12 A. No.

13 Q. Okay.

14 Now, Tony Brutti also had an
15 email address that was like T. J. Brutti at
16 gmail.com, correct? Does that sound familiar?

17 A. He does -- I thought it was A. Brutti
18 or something like that.

19 Q. Oh, maybe ajbrutti@gmail.com?

20 A. Yes.

21 Q. Something like that, right?

22 A. Yes.

23 Q. I'm sorry. I think you're correct.

24 And you would sometimes email

1 Q. Okay.

2 Now, if you look at the
3 second page of this email, it looks like it's
4 an email from Monica Lyons, project
5 administrator, McShane Construction Company.

6 Do you see that?

7 A. Ah-huh.

8 Q. Is that one of the general contractors
9 that Midwest Dock Solutions has new
10 construction agreements with?

11 A. Yes.

12 Q. Okay.

13 And I think I left that one
14 out earlier when I was asking about general
15 contractors, but that is -- that is one of --
16 McShane Construction is one of the GCs that
17 Midwest deals with?

18 A. Not one of the bigger ones, no.

19 Q. Okay.

20 But it does deal with McShane
21 Construction?

22 A. Yes.

23 Q. Okay.

24 And it was apparently dealing

1 him at that email address, too, correct?

2 A. Yes.

3 Q. Okay.

4 And was there a time where
5 you would use one email address versus times
6 you would use the other email address? In
7 other words, times you would use
8 ajbrutti@gmail.com versus
9 tonyb@midwestdocksolutions.com?

10 A. I think I used it when the Midwest
11 Dock didn't go through, and I started using
12 A. J. Brutti.

13 Q. Okay.

14 Prior to that, you would use
15 the tonyb@midwestdocksolutions.com?

16 A. Yes.

17 Q. Okay.

18 And he would email you from
19 that email address, correct?

20 A. Yes.

21 Q. Okay.

22 Do you know how he got that
23 email address?

24 A. I don't.

1 with McShane Construction back in 2021.

2 Is that fair?

3 A. Yes.

4 Q. All right.

5 And if you look at the --
6 well, first of all, if you look at the -- the
7 email on the first page where it says from Tony
8 Brutti -- do you see that?

9 A. Yes.

10 Q. And that's from his
11 tonyb@midwestdocksolutions.com email address,
12 correct?

13 A. Yes.

14 Q. And he's sending an email to Margaret
15 Stredde, S-t-r-e-d-d-e, correct?

16 A. Yes.

17 Q. And she's -- I think we saw an email
18 earlier where you were emailing with her for
19 insurance certificates, correct?

20 A. Yes.

21 Q. Okay.

22 And she was with Esser Hayes;
23 is that correct?

24 A. Yes.

1 **Q. And that was an insurance agent that**
2 **Midwest Dock Solutions used?**

3 A. Yes.

4 **Q. Okay.**

5 **And Dock & Door also used**
6 **that insurance agent, correct?**

7 A. That I don't know.

8 **Q. Okay.**

9 **Well, Tony Brutti is sending**
10 **this email, correct, and it says, hi, Margaret,**
11 **there was some issues with the above**
12 **certificate. Can we make appropriate changes**
13 **for the McShane project? This is for**
14 **Dock & Door Install, Inc.**

15 **Do you see that?**

16 A. Yes.

17 **Q. Okay.**

18 **So does that look like to you**
19 **he's reaching out to get a Certificate of**
20 **Insurance for the McShane project for**
21 **Dock & Door?**

22 A. Yes.

23 **Q. Okay.**

24 **And if you -- if you look at**

1 moment.

2

3 (There was a discussion off
4 the record.)

5

6 MR. McJESSY: Back on the record.

7 BY MR. McJESSY:

8 **Q. I want to ask you about a few**
9 **companies and have you tell me if -- if you're**
10 **familiar with them.**

11 **Esser Hayes is one. And I**
12 **take it, we just saw some email communications,**
13 **so you're familiar with Esser Hayes?**

14 A. Yes.

15 **Q. And what -- what -- what does Esser**
16 **Hayes do for Midwest Dock Solutions?**

17 A. They provide Certificates of
18 Insurance.

19 **Q. Okay.**

20 **So do you know if -- do they**
21 **carry liability insurance?**

22 A. I believe so.

23 **Q. Or provide liability insurance through**
24 **an insurance carrier?**

1 **the last page of this, it appears to be that**
2 **he's forwarding these messages -- his signature**
3 **line appears on the bottom.**

4 **Do you see that?**

5 A. Yes.

6 **Q. And it says, Yours, Tony Brutti,**
7 **Midwest Dock Solutions, correct?**

8 A. It does.

9 **Q. Okay.**

10 **And was that a normal way for**
11 **Tony Brutti to sign emails that were sent from**
12 **his tonyb@midwestdocksolutions.com email**
13 **account?**

14 A. I didn't think so.

15 **Q. All right.**

16 **And just so I'm clear, you --**
17 **you would regularly use Tony's**
18 **tonyb@midwestdocksolutions.com email address up**
19 **until, maybe, a few months ago when you think**
20 **it's not working anymore.**

21 **Is that fair?**

22 A. Yes.

23 **Q. Okay.**

24 MR. McJESSY: Off the record for a

1 A. Yeah.

2 **Q. Okay.**

3 **Do you have -- are you aware**
4 **that they became Assured Partners?**

5 A. Yes.

6 **Q. Okay.**

7 **They changed their name or**
8 **got bought out or something?**

9 A. Yes.

10 **Q. And who's your primary person that you**
11 **deal with there?**

12 A. I deal with Jacie. I believe her last
13 name is Olsen.

14 **Q. Can you spell Jacie, by any chance?**

15 A. J-a-c-i-e.

16 **Q. Oh. All right.**

17 **And how long have you been**
18 **dealing with Ms. Olsen?**

19 A. I believe -- well, I don't think she's
20 the initial person because I think it was
21 Margaret. But after that, so -- but for a long
22 time now.

23 **Q. Okay.**

24 **And you think the initial**

1 person was Margaret?
 2 A. Yes.
 3 Q. And that's Margaret Stredde,
 4 S-t-r-e-d-d-e?
 5 A. Right.
 6 Q. Okay.
 7 So you dealt with Margaret
 8 for a while?
 9 A. I believe so, yeah.
 10 Q. Okay.
 11 And then after, for whatever
 12 reason, you switched over, and now you deal
 13 with Jacie Olsen?
 14 A. Yes.
 15 Q. Okay.
 16 And other than contacting her
 17 for Certificates of Insurance, is there any
 18 other reason you would reach out to her?
 19 A. If we need a bond.
 20 Q. Okay.
 21 And why would you need a
 22 bond?
 23 A. To get registered with a particular
 24 city.

1 Q. Okay.
 2 A. To register our company.
 3 Q. And you would have handled that?
 4 A. Yes.
 5 Q. All right.
 6 Any other reason?
 7 A. Not that I can think of, no.
 8 Q. Okay.
 9 How about renewals of
 10 insurance? Do you -- do you handle that?
 11 A. No.
 12 Q. Okay.
 13 Is that something that Mr.
 14 Zarlengo handles?
 15 A. Yes.
 16 Q. Okay.
 17 How about deciding what
 18 insurance to get or what limits to get? Is
 19 that anything you're involved in?
 20 A. No.
 21 Q. Okay.
 22 Again, that's Mr. Zarlengo?
 23 A. Correct.
 24 Q. Okay.

1 And how about Holden
 2 Insurance? Do you deal with Holden Insurance?
 3 A. I believe that's who Jacie -- yes,
 4 Jacie works for Holden.
 5 Q. Oh, okay.
 6 A. And we go through her --
 7 Q. Okay.
 8 A. -- to get those things.
 9 Q. Okay.
 10 Did -- do you deal with
 11 anybody at Assured Partners anymore?
 12 A. I don't, no.
 13 Q. Okay.
 14 Do you know when you
 15 transitioned from Assured Partners to Holden
 16 Insurance?
 17 A. I don't.
 18 Q. Okay.
 19 Do you understand that
 20 Assured Partners is like an insurance agency
 21 that provides -- you know, obtains insurance
 22 from insurance carriers?
 23 A. Yes.
 24 Q. Okay.

1 And Holden Insurance is sort
 2 of the same thing, right? They're an insurance
 3 agency, and they help you get insurance?
 4 A. I believe so.
 5 Q. Okay.
 6 Is that your understanding
 7 or --
 8 A. Yes.
 9 Q. Okay.
 10 A. She's like the middle man -- or
 11 they're the middleman.
 12 Q. Right. Okay.
 13 And so Jacie Olsen is with
 14 Holden Insurance?
 15 A. Yes.
 16 Q. And just so I'm clear, when you were
 17 dealing with Esser Hayes and then Assured
 18 Partners, you would deal with Margaret Stredde,
 19 and you would deal with her to get Certificates
 20 of Insurance or bonds or whatever you needed.
 21 Is that fair?
 22 A. Her name does sound familiar.
 23 Q. Okay.
 24 Well, I think -- is she on

1 the -- all right. Okay. Let me rephrase my
 2 question slightly different.
 3 When you were dealing with
 4 Esser Hayes and Assured Partners, whoever you
 5 dealt with there, you would get Certificates of
 6 Insurance and bonds from -- from that insurance
 7 agency and then at some point switched to
 8 Holden Insurance Agency.
 9 Is that it?
 10 A. Yes. I believe so.
 11 Q. Okay.
 12 There was a transition from
 13 one to the other?
 14 A. I believe so.
 15 Q. Okay. All right.
 16 And are you familiar with
 17 Cincinnati Insurance?
 18 A. Yes.
 19 Q. Okay.
 20 And is that an insurance
 21 company that Midwest Dock Solutions purchased
 22 insurance from?
 23 A. I think so.
 24 Q. Okay.

1 You don't -- you're not sure?
 2 A. I'm not sure.
 3 Q. Okay.
 4 Who would handle the
 5 insurance matters, like deciding which
 6 insurance company to go with?
 7 A. Tony Zarlengo.
 8 Q. Okay.
 9 And how about Liberty Mutual?
 10 Is that an insurance company that Midwest Dock
 11 Solutions uses?
 12 A. Yes.
 13 Q. Okay.
 14 And that -- they currently
 15 use Liberty Mutual?
 16 A. I think so.
 17 Q. Okay.
 18 Again, Tony would be the
 19 better person to know that?
 20 A. Tony Zarlengo, yes.
 21 Q. Okay.
 22 And is there any other
 23 insurance company that Midwest Dock Solutions
 24 uses that you're aware of?

1 A. Not that I could think of, no.
 2 Q. All right.
 3 How about within the last
 4 five years? Any other insurance companies you
 5 can think of that Midwest Dock Solutions was
 6 dealing with?
 7 A. No.
 8 Q. Have you ever heard of an insurance
 9 company called Berkley?
 10 A. I don't believe we've dealt with them,
 11 no.
 12 Q. Okay.
 13 Have you heard of that
 14 company?
 15 A. I have.
 16 Q. Okay.
 17 A. Yeah.
 18 Q. And do you think you've seen bills to
 19 Dock & Door from -- from the post office box
 20 from that company?
 21 A. Possibly.
 22 Q. Okay.
 23 Other than, as you've
 24 described it for me, getting the insurance

1 certificates and the bonds, did you have any
 2 other interaction with any of Midwest Dock
 3 Solutions insurance companies?
 4 A. No.
 5 Q. Are you responsible in any way for
 6 handling the issuance of W-2 forms, getting
 7 those out to employees, that kind of thing?
 8 A. Yes.
 9 Q. Okay.
 10 What's -- what's your
 11 responsibility for that, or what do you do?
 12 A. I usually put them in the lunchroom
 13 for employees to pick up.
 14 Q. So they come to Midwest Dock from ADP;
 15 is that correct?
 16 A. From Gineris.
 17 Q. From -- oh, from Gineris.
 18 A. I believe so.
 19 Q. And how do you get them?
 20 A. They mail them.
 21 Q. Okay.
 22 And you get them in the mail?
 23 A. Individually, envelopes for each
 24 person --

1 **Q. Okay.**
 2 A. -- from Midwest Dock, yeah.
 3 **Q. And then you'd distribute them by**
 4 **putting them in the lunchroom?**
 5 A. Yes.
 6 **Q. Okay.**
 7 **And those come to the post**
 8 **office box?**
 9 A. I believe they send them certified
 10 mail.
 11 **Q. Okay.**
 12 **So they come --**
 13 A. To the office. FedEx or something
 14 like that.
 15 **Q. When something comes into the office**
 16 **from UPS, FedEx, or via certified mail, how**
 17 **does that work? Who does the delivery person**
 18 **come to?**
 19 A. I usually get those.
 20 **Q. Okay.**
 21 **Because your desk is sort of**
 22 **up front.**
 23 **Is that --**
 24 A. Because it's usually something for me

1 sometimes or for me to open.
 2 **Q. Okay.**
 3 **What if it's a package, a**
 4 **delivery to Dock & Door or FedEx or UPS or**
 5 **certified mail?**
 6 A. No. That wouldn't come to me.
 7 **Q. Okay.**
 8 **Well, they would come to the**
 9 **front door, right?**
 10 A. They usually go to the back.
 11 **Q. Okay.**
 12 A. Yeah.
 13 **Q. And where is the back door?**
 14 A. By the shop.
 15 **Q. Okay.**
 16 **And how do you -- how do**
 17 **they -- is that a doorbell, a knock on the**
 18 **door? How does that work?**
 19 A. As far as I know, the door's usually
 20 open, so they'll bring the packages and put
 21 them inside.
 22 **Q. Okay.**
 23 **And where do they put them?**
 24 A. Just inside the door.

1 **Q. All right.**
 2 **And if somebody has to sign**
 3 **for something, how does that work?**
 4 A. Usually, if there's somebody in the
 5 warehouse, they'll sign.
 6 **Q. Whoever it is?**
 7 A. Right.
 8 **Q. Okay.**
 9 **So whoever's just present**
 10 **will sign for a delivery?**
 11 A. Right. I only get like the envelopes
 12 that are sent certified -- you know, that are
 13 overnight mail or whatever.
 14 **Q. All right.**
 15 **And as far as you know, it**
 16 **would work the same way for Dock & Door? If a**
 17 **delivery comes that has to be signed for,**
 18 **whoever's standing there signs for it?**
 19 A. I don't know for sure.
 20 **Q. Okay.**
 21 A. Because it's not usually me.
 22 **Q. Okay.**
 23 **Well, that's how you**
 24 **described the process works for Midwest Dock,**

1 **right?**
 2 A. I know they bring packages in. I
 3 don't know who signs for them.
 4
 5 (WHEREUPON, the document marked
 6 Plaintiff's Exhibit 29 for
 7 identification was tendered to
 8 the deponent.)
 9
 10 BY MR. McJESSY:
 11 **Q. Okay.**
 12 **I'm going to hand you what's**
 13 **been previously marked in this case as**
 14 **Exhibit -- you can put that other exhibit**
 15 **there -- what's been previously marked in this**
 16 **case as Exhibit 29. And you'll see it's a -- a**
 17 **list of names in alphabetical order. And I'd**
 18 **like to walk through this with you and have you**
 19 **tell me which names -- first of all, just tell**
 20 **me which names you recognize and, you know,**
 21 **people you're familiar with, who you've met and**
 22 **who you know. All right?**
 23 A. Okay.
 24 **Q. So can you just start at the beginning**

1 **and tell me who on here you recognize -- whose**
 2 **name you recognize as somebody you've met?**

3 MR. HUGHES: And just before you
 4 start on that, I'm going to object to
 5 foundation.

6 BY MR. McJESSY:

7 **Q. All right.**

8 **You can answer. Yeah.**

9 A. Jose.

10 **Q. Okay.**

11 A. Anthony Brutti, Vincent Conti, Don
 12 Cruikshank, Thomas Donnelley, Steve French,
 13 Jeff Gibson, Jane Graham, David Green, James
 14 Johnson, Richard Kardosh, Dylan Kelly, James
 15 Kelly, Nicolas Kelly, Sean Leer, Daniel Lietz,
 16 John Mancha, Michael Mateja, or however you
 17 pronounce it, David Mortel, John Murphy, Eric
 18 Pool, Larry Richert, Michael Richert, Mitton
 19 Rivers, Joseph Sheridan, Joshua Sichterman,
 20 John Sparr, John Stoltenberg, Michael
 21 Strazzabosco, Ira Sugar, Anthony Tattini,
 22 Anthony Toigo, Amber Toigo, Zachary Torkelsen,
 23 Jerry Valentino, Travis Woff, Edward Zarlengo,
 24 Anthony Zarlengo, and Collin Zarlengo.

1 **Q. Okay.**

2 **And who is Jose Aguirre**
 3 **Garcia?**

4 A. He works for Dock & Door Install.

5 **Q. Okay.**

6 **And how do you know him?**

7 A. I have seen him in the shop.

8 **Q. Have you spoken with him?**

9 A. Just to say hi.

10 **Q. Yeah, on occasion.**

11 A. Okay.

12 **Q. So on some occasion, you may have**
 13 **greeted him and said hi?**

14 A. Yes.

15 **Q. All right.**

16 **Other than that, have you had**
 17 **any other interactions with him from work?**

18 A. No.

19 **Q. No?**

20 **And Vincent Conti, how do you**
 21 **know him?**

22 A. He was the one that works in the
 23 warehouse, but now he's doing that and other
 24 things.

1 **Q. Okay.**

2 **What kind of interactions**
 3 **would you have with him?**

4 A. I would see him in the office.

5 **Q. Okay.**

6 **Would you ever have to help**
 7 **him with anything or do anything or would he**
 8 **have to help you with anything?**

9 A. He would bring me like receipts or
 10 things like that.

11 **Q. I see.**

12 A. To me.

13 **Q. All right.**

14 **How about Donald Cruikshank?**

15 A. I would see him in the -- in the
 16 office once in awhile.

17 **Q. Would he also bring you receipts?**

18 A. No, because we didn't start doing
 19 that, like the physical receipts, until later.
 20 So he doesn't work there anymore.

21 **Q. Okay. All right.**

22 **So you would just see him**
 23 **around the office, is that it?**

24 A. Yeah.

1 **Q. Okay.**

2 **And Thomas Donnelley?**

3 A. The same thing, just see him if he
 4 came to the shop after he was done working.

5 **Q. Okay.**

6 **Steve French was a salesman,**
 7 **correct?**

8 A. Yes.

9 **Q. He is?**

10 A. Yes.

11 **Q. So you -- you work with him regularly?**

12 A. Yes.

13 **Q. And, excuse me, Jeff Gibson?**

14 A. Just see him in the office, and he
 15 would bring me receipts also.

16 **Q. Okay.**

17 **Any other interactions**
 18 **that -- anything you would help him with or**
 19 **that he would help you with?**

20 A. No.

21 **Q. All right.**

22 **How about Jane Graham?**

23 A. I would see her in the office. She
 24 would bring me receipts. Also, she's in

1 receiving. So if she happened to get one of
2 those FedEx envelopes, she would bring it to
3 me.

4 **Q. Okay.**

5 **If -- if a package were**
6 **delivered to her in receiving from Dock & Door,**
7 **would she bring that to you, do you know, or**
8 **would she take that to Tony Brutti, or do you**
9 **even know?**

10 A. She did not bring them to me.

11 **Q. Okay.**

12 A. So I'm not sure otherwise.

13 **Q. All right.**

14 **Is she a Midwest Dock**
15 **employee?**

16 A. Yes.

17 **Q. And how about Jeff Gibson? Is he a**
18 **Midwest Dock employee?**

19 A. Yes.

20 **Q. And Steve French is Midwest Dock,**
21 **correct?**

22 A. Yes.

23 **Q. And Thomas Donnelley, is he a Midwest**
24 **Dock -- was he a Midwest Dock employee?**

1 **Q. Okay.**

2 **And how about James Johnson?**

3 A. He doesn't work there anymore, but he
4 did sales.

5 **Q. Okay.**

6 A. So I would see him in the office.

7 **Q. And he was a Midwest Dock employee,**
8 **correct?**

9 A. Correct.

10 **Q. How long ago did he leave?**

11 A. Maybe a year, year and a half.

12 **Q. Oh, he's the one we talked about, like**
13 **in December or last fall?**

14 A. Right.

15 **Q. Okay.**

16 **Richard Kardosh?**

17 A. He works for Midwest Dock Solutions.
18 I get receipts from Rick and see him once in a
19 while in the -- in the office.

20 **Q. Okay.**

21 **And why would you get**
22 **receipts from him, for credit card purchases?**

23 A. Yes.

24 **Q. Okay.**

1 A. Yes.

2 **Q. And Donald Cruikshank?**

3 A. Yes.

4 **Q. Do you know, was he also for a period**
5 **of time a Dock & Door employee?**

6 A. That I don't remember.

7 **Q. Okay.**

8 **How about Vincent Conti? Who**
9 **did he work for?**

10 A. Midwest Dock.

11 **Q. And then Jose Aguirre Garcia?**

12 A. Dock & Door Install.

13 **Q. Oh, you said that. That's right.**

14 **Okay. How about David Green?**
15 **You mentioned him.**

16 A. I would see him in the shop once in
17 awhile.

18 **Q. All right.**

19 **And the same thing, that you**
20 **would speak to him casually?**

21 A. To say hi, yes.

22 **Q. And who did he work for and does he**
23 **work for?**

24 A. Dock & Door Install.

1 **Some of the employees carry**
2 **credit cards, correct?**

3 A. Yes.

4 **Q. And that's company issued -- or**
5 **they're issued by a bank, but they're company**
6 **credit cards?**

7 A. Yes. Midwest Dock.

8 **Q. Okay.**

9 **And so those are the receipts**
10 **that they would bring you?**

11 A. Yes, for things they purchased for
12 jobs they were on.

13 **Q. Okay.**

14 **And how about Dylan Kelly?**

15 A. Well, Dylan doesn't work there
16 anymore.

17 **Q. Okay.**

18 **When did he leave?**

19 A. It's been a while. It's been a while,
20 like four years.

21 **Q. Oh, quite a while?**

22 A. Maybe more. Yes.

23 **Q. All right.**

24 **What did he do?**

1 A. He worked for Midwest Dock Solutions.
 2 **Q. Okay.**
 3 **And how would you -- how did**
 4 **you know him, casually again?**
 5 A. Just in passing, yeah.
 6 **Q. Okay.**
 7 **And James Kelly?**
 8 A. James Kelly doesn't work there
 9 anymore. He worked for Midwest Dock Solutions.
 10 Actually, he was in service, and then he came
 11 to work in the office, so I would see him a
 12 lot.
 13 **Q. Okay.**
 14 **And when you say he was --**
 15 **when did he leave?**
 16 A. That was probably like five years ago.
 17 **Q. Oh, okay. All right.**
 18 A. He's been gone a while now.
 19 **Q. And then Nicolas Kelly?**
 20 A. He works for Dock & Door Install.
 21 **Q. Okay.**
 22 A. And I would just see him casually in
 23 the office.
 24 **Q. Okay.**

1 **So again, you'd have a casual**
 2 **conversation with him, hi, how are you doing?**
 3 A. Right. I don't really know him,
 4 but --
 5 **Q. You would know him to look at him,**
 6 **though?**
 7 A. Yes.
 8 **Q. Okay.**
 9 **Sean Leer?**
 10 A. He does not work there anymore. He
 11 worked for Midwest Dock Solutions.
 12 **Q. All right.**
 13 **And how long ago did he**
 14 **leave, would you say?**
 15 A. I'm going to say six years ago. I
 16 mean, it's been while.
 17 **Q. A long time ago?**
 18 A. Yes.
 19 **Q. All right.**
 20 **And Daniel Lietz we've**
 21 **already talked about, correct?**
 22 A. Yes.
 23 **Q. That's -- that's Danny, right?**
 24 A. Yes. Right.

1 **Q. John Mancha?**
 2 A. He does not work there anymore. He
 3 worked for Midwest Dock Solutions. I would get
 4 receipts from him and also see him in the
 5 office once in awhile.
 6 **Q. Okay.**
 7 **And Michael Mateja,**
 8 **M-a-t-e-j-a?**
 9 A. Yes. He works for Midwest Dock
 10 Solutions and the same thing, receipts and
 11 would see him at the end of the day, possibly.
 12 **Q. Okay.**
 13 **And David Mortel?**
 14 A. David works for Midwest Dock Solutions
 15 in sales. I see him once every three weeks
 16 when he comes to the office.
 17 **Q. Oh. He's a salesman?**
 18 A. Yes.
 19 **Q. Okay.**
 20 **But he doesn't have a desk in**
 21 **the office?**
 22 A. He doesn't.
 23 **Q. Okay.**
 24 **Does he -- does he sell new**

1 **construction as well as service work or --**
 2 A. His is mostly service.
 3 **Q. Okay.**
 4 **And you said "mostly," so**
 5 **does that mean he has sold new construction as**
 6 **well or --**
 7 A. I don't know that it's new
 8 construction. I believe he's had like very few
 9 project things that he just started getting
 10 into.
 11 **Q. I see.**
 12 A. But not many.
 13 **Q. Okay.**
 14 **John Murphy?**
 15 A. Midwest Dock Solutions.
 16 **Q. And what does he do?**
 17 A. Actually, I don't know if this is --
 18 if we actually had a person named John Murphy
 19 that worked there that doesn't and we now have
 20 a current one, which is a different person.
 21 **Q. Oh, you've had two John Murphys.**
 22 A. Which I don't think this is the new
 23 one because this list was probably made up
 24 before he worked there. So I do think that

1 this is one that used to work for us.
 2 **Q. Okay.**
 3 A. For Midwest Dock Solutions.
 4 **Q. All right.**
 5 **And would you have**
 6 **interaction with him?**
 7 A. Just in passing.
 8 **Q. Okay. All right.**
 9 **And Eric Pool?**
 10 A. Yes. He works for Midwest Dock
 11 Solutions, and I would see him in the office
 12 once in a while.
 13 **Q. He still works there?**
 14 A. He does.
 15 **Q. Okay.**
 16 **And what was the nature of**
 17 **your interaction with him, the same thing other**
 18 **than casual conversation?**
 19 A. No. Not really.
 20 **Q. Larry Richert?**
 21 **Is he related to Michael**
 22 **Richert, do you know?**
 23 A. I believe that's his brother.
 24 **Q. Okay.**

1 A. Or wait. Hold on. No, I'm sorry. I
 2 think that's his dad.
 3 **Q. Okay.**
 4 A. I think, his dad.
 5 **Q. All right.**
 6 **And he works --**
 7 A. So, him, yes. I don't -- I don't
 8 really know his dad.
 9 **Q. Okay.**
 10 A. I did say his name, but I don't really
 11 know him.
 12 **Q. All right.**
 13 **Would you know him to talk to**
 14 **him or no? Would you recognize him?**
 15 A. No. No.
 16 **Q. Okay.**
 17 **Michael Richert, obviously,**
 18 **you know?**
 19 A. Yes.
 20 **Q. We talked about.**
 21 **David Richert you didn't**
 22 **mention.**
 23 A. Oh, I thought I did. I think I got
 24 those names confused because -- yeah.

1 David, I believe, is
 2 Michael's brother.
 3 **Q. Okay.**
 4 A. And he did work for Dock & Door
 5 Install. And I believe I met him, just being
 6 introduced that it was Mike's brother.
 7 **Q. Okay.**
 8 **At the office somewhere?**
 9 A. Yes.
 10 **Q. Okay.**
 11 **And so you think you don't**
 12 **know Larry Richert --**
 13 A. No, I do not.
 14 **Q. -- but you do know David Richert?**
 15 A. Right. I got those names mixed up.
 16 **Q. Got it. All right.**
 17 **Did you have any interactions**
 18 **with David Richert?**
 19 A. Just an introduction.
 20 **Q. All right.**
 21 **How about -- you didn't**
 22 **mention Jonathan Richert either.**
 23 A. Now, that I don't know who that is.
 24 **Q. Okay.**

1 **That's why you didn't mention**
 2 **him.**
 3 **Milton Rivers?**
 4 A. He --
 5 **Q. Or Mitton Rivers. I'm sorry.**
 6 **M-i-t-t-o-n.**
 7 A. He worked for Midwest Dock Solutions.
 8 **Q. All right.**
 9 A. He doesn't no longer work there.
 10 **Q. He doesn't work there anymore?**
 11 A. No.
 12 **Q. All right.**
 13 **What was the nature of your**
 14 **interaction with him?**
 15 A. I would just see him at the shop at
 16 the end of the day, possibly.
 17 **Q. Okay.**
 18 **And Joseph Sheridan?**
 19 A. He no longer works for Midwest Dock
 20 Solutions.
 21 **Q. He was a salesman?**
 22 A. He was.
 23 **Q. And did he sell new construction and**
 24 **service work?**

1 A. That I don't know because he was at
2 the Holeman address when I started, and he
3 wasn't there very long after I started.
4 **Q. Got it.**
5 **Joshua Sichterman,**
6 **S-i-c-h-t-e-r-m-a-n?**
7 A. Yes. He works for Midwest Dock
8 Solutions.
9 **Q. Still works there?**
10 A. He does. I see him sometimes in the
11 shop, and I do get receipts from him.
12 **Q. And John Sparr?**
13 A. John Sparr currently works for Midwest
14 Dock Solutions. The same thing for him.
15 **Q. Sometimes you get receipts from him,**
16 **and you see him around the shop?**
17 A. Yes. Yes.
18 **Q. John Stoltenberg,**
19 **S-t-o-l-t-e-n-b-e-r-g?**
20 A. He works for Midwest Dock Solutions,
21 and I would see him once in a while in the
22 office.
23 **Q. Would you get receipts from him or no?**
24 A. I think he has a credit card.

1 **Q. You're not sure?**
2 A. No. You know what? No. I don't
3 think so.
4 **Q. Michael Strazzabosco?**
5 A. Yes. He works for Midwest Dock
6 Solutions. I would see him in the -- in the
7 office and also get receipts from him.
8 **Q. He still works there?**
9 A. He does.
10 **Q. Ira Sugar we talked about.**
11 **Anthony Tattini?**
12 A. Anthony no longer works there. I
13 believe he worked for Dock & Door Install.
14 **Q. Okay.**
15 A. But that -- he's been gone for a long
16 time, so --
17 **Q. Okay.**
18 **And how do you -- how did you**
19 **know him?**
20 A. Just had met him before.
21 **Q. Just see him around the office?**
22 A. Once in a while, yeah.
23 **Q. And casual conversation?**
24 A. Yes.

1 **Q. Okay.**
2 **Anthony Toigo? I take it,**
3 **he's related to Amber Toigo?**
4 A. Yes. That's her son, yes.
5 **Q. Okay.**
6 A. And I see him --
7 **Q. He works --**
8 A. -- in the office. He still works for
9 Midwest Dock Solutions.
10 **Q. Okay.**
11 **So, again, you'd just have**
12 **casual conversation and see him around the**
13 **office?**
14 A. Yes.
15 **Q. Okay.**
16 **And Amber, you told me she**
17 **handles the billing for the service work?**
18 A. Yes.
19 **Q. And does she do anything else?**
20 A. She logs the incoming bills.
21 **Q. For new construction and service work**
22 **or just for the service work?**
23 A. Bills for like -- that we have to pay
24 or vendors.

1 **Q. Oh, I see.**
2 A. Yeah.
3 **Q. Parts. Supplies.**
4 A. Yes. Right.
5 **Q. That sort of thing?**
6 A. Yes.
7 **Q. Does she do anything else?**
8 A. Answers emails.
9 **Q. They come to her?**
10 A. So more administrative, yes.
11 **Q. Zachary Torkelsen?**
12 A. He does not work there anymore, and he
13 worked for Midwest Dock Solutions.
14 **Q. How long ago did he leave?**
15 A. He's been a long time, too.
16 **Q. Okay.**
17 A. Yeah.
18 **Q. All right.**
19 A. Same thing.
20 **Q. And how do you know him, just casual**
21 **conversation around the office?**
22 A. Just I met him.
23 **Q. Jerry Valentino?**
24 A. He no longer works for Midwest Dock

1 Solutions. Same thing. I just had met him.
 2 **Q. Okay.**
 3 **Travis Woff, W-o-f-f. Is it**
 4 **o-l-f or W-o-f-f?**
 5 A. I think it's just o-f-f.
 6 **Q. Okay. O-f-f.**
 7 A. He does not work for Midwest Dock
 8 Solutions anymore.
 9 **Q. All right.**
 10 **And how long ago do you think**
 11 **he left?**
 12 A. About a year and a half.
 13 **Q. Okay.**
 14 **And you just knew him**
 15 **casually also?**
 16 A. Yes.
 17 **Q. Casual conversation around the office?**
 18 A. Yes.
 19 **Q. And then Edward Zarlengo?**
 20 A. That is Tony's -- Tony Zarlengo's
 21 father, so I have met him.
 22 **Q. Okay.**
 23 **And did he work for Midwest**
 24 **Dock Solutions?**

1 A. He did for short time.
 2 **Q. Do you know what he did?**
 3 A. I'm not really sure.
 4 **Q. All right.**
 5 **Anthony Zarlengo is Tony, who**
 6 **you've talked about, and Collin Zarlengo?**
 7 A. And Collin Zarlengo works for
 8 Dock & Door Install.
 9 **Q. Okay.**
 10 **And is he related to Anthony**
 11 **Zarlengo?**
 12 A. Yes. It's his nephew.
 13 **Q. Nephew.**
 14 **And what's the nature of your**
 15 **interaction with him, just seeing him around**
 16 **the office?**
 17 A. Yes. I can't remember if he worked
 18 for Midwest Dock Solutions initially.
 19 **Q. Okay.**
 20 **You'd have a casual**
 21 **conversation with him if you see him?**
 22 A. I met him before, and I know him,
 23 yeah.
 24 **Q. Hi, how are you doing?**

1 A. Yes. Yes.
 2 **Q. Did he -- has he ever done any --**
 3 **assisted you in any way in your job, or have**
 4 **you ever asked him --**
 5 A. No.
 6 **Q. -- to assist you in any way?**
 7 A. No.
 8
 9 (WHEREUPON, the document was
 10 marked Plaintiff's
 11 Exhibit 53 for identification,
 12 as of 9/22/25.)
 13
 14 BY MR. McJESSY:
 15 **Q. Okay.**
 16 **I hand you what I've marked**
 17 **as Exhibit 53.**
 18 **I've handed you what I've**
 19 **marked as Exhibit 53, and I'll represent to you**
 20 **that this is the -- it appears to be the**
 21 **Facebook page for Midwest Dock Solutions.**
 22 **Do you see that?**
 23 A. Yes.
 24 **Q. Do you recognize this?**

1 A. Yes.
 2 **Q. Have you been on the Facebook page for**
 3 **Midwest Dock Solutions?**
 4 A. I have looked it up before, yes.
 5 **Q. All right.**
 6 **And you've seen what it looks**
 7 **like?**
 8 A. Yes.
 9 **Q. All right.**
 10 **Does this look like it's the**
 11 **web page --**
 12 A. Yes.
 13 **Q. -- over several pages?**
 14 A. Ah-huh. Yes.
 15 **Q. Okay.**
 16 **Do you know who created this**
 17 **web page?**
 18 A. I do not.
 19 **Q. Okay.**
 20 **Do you have any role at all**
 21 **in creating or maintaining or posting to this**
 22 **Facebook page?**
 23 A. No.
 24 **Q. Okay.**

1 And what -- how have you come
2 to look at it at some point?

3 A. When I pulled up our address to see,
4 like if you Googled us, what our address -- you
5 know, what the thing would be. And then I saw
6 the Facebook page, so I went on it.

7 Q. And looked at it?

8 A. Yes.

9 Q. And did you ever talk to anybody about
10 it?

11 A. No.

12 Q. Like, hey -- you know, hey, Tony --
13 Tony Zarlengo I mean -- you know --

14 A. No.

15 Q. -- the Facebook page is out of date or
16 whatever. Nothing like that?

17 A. No.

18 Q. Okay.

19 Do you know who made any of
20 these posts to the Facebook page?

21 A. No. I don't.

22 Q. And do you know who has the -- the --
23 well, strike that.

24 Well, you know who -- do you

1 Q. Okay.

2 Do you think there's anybody
3 else who would have that information?

4 A. I don't think so.

5 Q. Okay.

6 If you look at the -- if you
7 go -- if you look at this page, it's going to
8 be the easiest way. I think it's -- there you
9 go. I'm not sure how many pages it's in.
10 There's an entry there that says your complete
11 Dock & Door experts.

12 Do you see that?

13 A. Yes.

14 Q. And do you see that it gives a list
15 of -- of types of work that -- types of work
16 there?

17 A. Yes.

18 Q. Dock levelers. Dock seals. That kind
19 of thing?

20 A. Ah-huh. Yes.

21 Q. Does that look like a -- a fair
22 description of the kind of work Midwest Dock
23 Solutions does?

24 A. Yes.

1 know who has the password for the Midwest Dock
2 Solutions Facebook account?

3 A. I don't know that.

4 Q. All right.

5 Do you know what e-mail is
6 attached to the Midwest Dock Solutions Facebook
7 account?

8 MR. HUGHES: Objection. Vague.

9 THE WITNESS: Well, it says here
10 tony@midwestdocksolutions.com.

11 BY MR. McJESSY:

12 Q. Okay.

13 So other than what it shows
14 here, that's what you -- you would just assume
15 because you're looking at the post, right?

16 A. Right. Other than that, I don't know.

17 Q. Like if there's a username that's
18 needed to log into the account, do you know
19 what that is?

20 A. No.

21 Q. And as best you know, is -- is Mr.
22 Zarlengo the person who would be most
23 knowledgeable about that information?

24 A. Yes.

1 Q. Okay.

2 And then if you turn to the
3 next page, there's a picture of a post there
4 that says another job well done. Installed 64
5 dock levelers, dock seals, and 68 overhead
6 doors. And then it's got a picture of a -- of
7 a logistics building there.

8 Do you see that?

9 A. Yes.

10 Q. And does that look like the kind of
11 work Midwest Dock Solutions does?

12 A. Yes.

13 Q. Do you know where that picture was
14 taken? Are you familiar with that project?

15 A. I don't know what project that is, no.

16 Q. Okay.

17 And the next page -- the next
18 couple of pages have pictures on them.

19 Do you know where any of
20 those pictures were taken, what projects they
21 were?

22 A. No. I don't.

23 MR. McJESSY: Give me one minute,
24 please.

1 (After a brief interruption,
2 the deposition was resumed
3 as follows:)
4
5 (WHEREUPON, the document marked
6 Plaintiff's Exhibit 3 for
7 identification was tendered to
8 the deponent.)
9
10 BY MR. McJESSY:
11 **Q. I'm going to hand you what was**
12 **previously marked as Exhibit 3 and ask you if**
13 **you recognize that this is the website from**
14 **Midwest Dock Solutions -- or it's, at least,**
15 **part of the website. It talks about products.**
16 **Actually, strike that. Let**
17 **me take a step back.**
18 **Are you aware that Midwest**
19 **Dock Solutions has a website?**
20 A. Yes.
21 **Q. Have you ever been on the website?**
22 A. I had pulled it up before, yes.
23 **Q. Okay.**
24 **And why might you have looked**

1 **at it, for any particular purpose or just --**
2 A. To see what it looked like.
3 **Q. Okay.**
4 **Curiosity?**
5 A. Right.
6 **Q. Okay.**
7 **Do you know who created the**
8 **website?**
9 A. I do not.
10 **Q. Have you had any involvement in**
11 **maintaining or changing or creating the**
12 **website?**
13 A. No.
14 **Q. Okay.**
15 **Mr. Zarlengo, is he the**
16 **person that would be most knowledgeable about**
17 **that?**
18 A. Yes.
19 **Q. Do you know who hosts the website?**
20 A. I do not.
21 **Q. Have you written any text for the**
22 **website?**
23 A. No.
24 **Q. Do you know who did?**

1 A. I do not.
2 **Q. Okay.**
3 **Looking at this -- this**
4 **extract, do you recognize this as the Midwest**
5 **Dock Solutions website?**
6 A. I don't recall seeing all of these
7 pictures, so -- some of them, yes.
8 **Q. All right.**
9 **Do these look like the kind**
10 **of products that Midwest Dock Solutions sells?**
11 A. Yes.
12 **Q. And installs?**
13 A. Yes.
14 **Q. We talked a little bit about your**
15 **handling of -- or obtaining or reaching out to**
16 **the insurance companies to get Certificates of**
17 **Insurance for projects.**
18 **Do you remember that -- those**
19 **questions generally?**
20 A. Yeah.
21 **Q. Was that part of your work when you**
22 **started working for Midwest Dock Solutions?**
23 A. No.
24 **Q. When did that become part of your job?**

1 **When did you start doing that?**
2 A. It's been a while ago, but it wasn't
3 initially. I didn't do that at first.
4 **Q. Okay.**
5 **I think we looked at an email**
6 **from 2021 that, maybe, dealt with that.**
7 **Would it have been before**
8 **that?**
9 A. Probably like six years ago.
10 **Q. Okay.**
11 A. So started in '17. So for the first
12 couple of years, I don't think I did it, but
13 then afterward.
14 **Q. You got involved in that?**
15 A. Just requesting them, yes.
16 **Q. Okay.**
17 **And how -- and do you recall**
18 **how that came about, who directed you to do**
19 **that, or is it just such a small office that,**
20 **you know --**
21 A. Well, Tony Zarlengo used to do it, and
22 so I think I had asked if he wanted me to
23 request them, and he said yes.
24 **Q. Oh, I see. Okay.**

1 And -- and you -- how did you
2 know how to go about doing that?

3 A. I think from seeing his emails
4 possibly requesting them, and I was copied on
5 them.

6 Q. Okay.

7 Are you involved in handling
8 any automobile insurance matters for Midwest
9 Dock Solutions?

10 A. I have to get auto COIs from the
11 insurance companies.

12 Q. And that's -- that's different from
13 COIs for liability insurance?

14 A. Yes. Yeah.

15 Q. Okay.

16 Those are the two kinds of
17 COIs you'd have to get?

18 A. Yes.

19 Q. And by "COIs," we mean Certificates of
20 Insurance?

21 A. Yes.

22 Q. Any other involvement with the
23 automobile insurance?

24 A. No.

1 Q. Okay.

2 And how about -- do you
3 know -- you mentioned that Midwest Dock
4 Solutions has a forklift.

5 Do you know, was that ever
6 taken to new construction jobs? Is it
7 transported off-site?

8 A. It is taken from the shop at times,
9 yes.

10 Q. It is.

11 And do you know where it
12 goes?

13 A. That I don't know.

14 Q. Okay.

15 Who would -- would Mr.
16 Zarlengo know that, do you think?

17 A. If it's his project. If not, it's
18 whoever the project belongs to.

19 Q. Okay.

20 And when you say "whoever the
21 project belongs to," does that mean like Ira
22 Sugar or Steve French?

23 A. Yes. Or David Mortel, yes.

24 Q. All right.

1 Q. And I think I asked you this already,
2 but I'll ask you again just in case I didn't.

3 To your knowledge, have you
4 ever assisted Dock & Door in getting
5 insurance -- Certificates of Insurance for
6 projects?

7 A. No.

8 Q. To your knowledge, does Dock & Door
9 have any company-owned vehicles?

10 A. Not that I'm aware of, no.

11 Q. Okay.

12 Are you aware that
13 Dock & Door uses Midwest Dock Solutions'
14 vehicles?

15 A. Yes.

16 Q. Okay.

17 And what is your
18 understanding of the arrangement, if any,
19 between the businesses for that?

20 A. That I don't know.

21 Q. Okay.

22 You just know that their
23 employees use Midwest Dock Solutions' vehicles?

24 A. Yes, I -- yes.

1 And those are the three that
2 sell new construction projects?

3 A. Including Mr. Zarlengo, yes.

4 Q. Yes, including Mr. Zarlengo.

5 Do you know what an aerial
6 lift is or a boom lift?

7 A. I have heard of a boom lift. I don't
8 know what it is, but I've heard of it.

9 Q. And you've heard of a scissor lift
10 before?

11 A. Yes.

12 Q. You're familiar with that? It
13 looks --

14 A. Yes. That I -- yes.

15 Q. Does Midwest Dock Solutions have a
16 scissor lift?

17 A. I believe so.

18 Q. Okay.

19 Is that sometimes taken off
20 site, too?

21 A. As far as I know. I mean, I don't
22 know for sure.

23 Q. Okay.

24 You don't -- you don't really

1 keep track of what's happening in the
2 warehouse, I take it?

3 A. No.

4 Q. Okay.

5 Are you responsible at all
6 for ordering materials and supplies?

7 A. Just office supplies like paper and
8 pens and things like that.

9 Q. Okay.

10 Other than copy paper and
11 tablets and pens, is there any other kinds of
12 office supplies you do order?

13 A. No.

14 Q. If Mr. Brutti wants to use the paper
15 and the pens and tablets, is he free to do
16 that?

17 A. I'm not really sure where he gets his
18 from. I mean --

19 Q. Okay.

20 Where does Midwest Dock
21 Solutions bank?

22 A. At Old National Bank.

23 Q. Okay.

24 Is that First Midwest Bank,

1 Q. And how long -- do you know, was there
2 anybody before Gineris & Associates?

3 A. No. Not that I'm aware of.

4 Q. Okay.

5 Since you've been there,
6 that's who the company's been using as their
7 accountant?

8 A. Yes.

9 Q. Okay.

10 And do you know, does
11 Dock & Door use that accountant also.

12 A. That I don't know.

13 Q. Do you know, has -- has Midwest Dock
14 solutions used a law firm called Lawrence Kamin
15 Sanders & Uhlenhop?

16 A. Yes.

17 Q. Okay.

18 And I don't want to know
19 conversations you've had with any -- have you
20 ever had a conversation with attorneys from
21 that office?

22 A. No.

23 Q. Oh, okay.

24 Well, then, there's -- strike

1 now?

2 A. Yes.

3 Q. Okay.

4 Has it ever banked somewhere
5 else?

6 A. No.

7 Q. And do you know, does Dock & Door
8 bank -- bank there also?

9 A. That I don't know.

10 Q. Okay.

11 And the payroll service
12 provider is ADP, and I think you said -- we
13 talked about that earlier, right?

14 A. Yes.

15 Q. And you said you weren't sure if there
16 was ever anybody else; is that correct?

17 A. Right.

18 Q. And do you know, does Dock & Door use
19 that payroll service provider?

20 A. That I don't know.

21 Q. Okay.

22 And the account -- accountant
23 is Gineris & Associates, correct?

24 A. Yes.

1 that.

2 Do you know what services
3 Midwest Dock Solutions has used that law firm
4 for?

5 A. I don't.

6 Q. Okay.

7 How do you know that that's a
8 law firm that it's used?

9 A. We received a bill from them.

10 Q. All right.

11 So you were involved in
12 paying a bill for them?

13 A. Yes.

14 Q. Okay.

15 On more than one occasion or
16 just one occasion?

17 A. More than one.

18 Q. All right.

19 When was the last time that
20 you can recall receiving a bill from them?

21 A. That I really don't know.

22 Q. Like more than five years ago or more
23 than --

24 A. That we got a bill from them?

1 **Q. Yeah.**
 2 A. No. I don't know.
 3 **Q. It was more recent than that?**
 4 A. Yes.
 5 **Q. Okay.**
 6 **Last year? Within the last**
 7 **year?**
 8 A. I'm not -- I'm not sure.
 9 **Q. Mr. Zarlengo would be the best person**
 10 **you think to ask about that?**
 11 A. As far as the bill? Yes.
 12 **Q. And what services the law firm has**
 13 **performed --**
 14 A. Yes.
 15 **Q. -- for the company?**
 16 **Since you've been working for**
 17 **Midwest Dock Solutions, has it provided any**
 18 **company cell phones to anybody?**
 19 A. Yes. I believe some of the service
 20 guys have those.
 21 **Q. Okay.**
 22 **That are paid for by the**
 23 **company?**
 24 A. Yes.

1 **Q. How about tablets?**
 2 A. No. We have some, but they haven't
 3 been distributed.
 4 **Q. Okay.**
 5 **What do you mean by that?**
 6 A. We purchased some. We're just not
 7 using them yet.
 8 **Q. Oh, okay.**
 9 **I take it, that was a recent**
 10 **purchase?**
 11 A. Within a year.
 12 **Q. All right.**
 13 **So they just laid there in**
 14 **boxes or --**
 15 A. Yes.
 16 **Q. Unopened?**
 17 A. Yes.
 18 MR. HUGHES: Are you looking for
 19 one?
 20 BY MR. McJESSY:
 21 **Q. Are they Apple?**
 22 A. I'm not --
 23 **Q. You're not sure?**
 24 A. No.

1 **Q. Okay.**
 2 **Is that through Verizon?**
 3 A. Yes.
 4 **Q. And do you know who has a**
 5 **company-provided cell phone?**
 6 A. I do not.
 7 **Q. If you wanted to know that**
 8 **information, how would you find that out?**
 9 A. I could look at the -- well, the bill
 10 would have the numbers not the name, so that
 11 I -- yeah, I wouldn't know.
 12 **Q. So you think you get billing**
 13 **statements from Verizon --**
 14 A. Yes.
 15 **Q. -- for the cell phone plan?**
 16 A. Yes.
 17 **Q. All right.**
 18 **But you -- and just so I'm**
 19 **clear, you don't know who specifically has**
 20 **company-provided cell phones?**
 21 A. I don't, no.
 22 **Q. Has the company provided laptops to**
 23 **anybody, as far as you know?**
 24 A. No.

1 **Q. Okay.**
 2 **Do you know what they were**
 3 **purchased for?**
 4 A. For the -- to give to the service
 5 technicians.
 6 **Q. Okay.**
 7 **Does the company -- strike**
 8 **that.**
 9 **Do you maintain any**
 10 **QuickBooks records for Midwest Dock Solutions?**
 11 A. Not QuickBooks. Zero.
 12 **Q. Everything is done through Zero?**
 13 A. Yes.
 14 **Q. Okay.**
 15 **How about Excel spreadsheets?**
 16 **Do you maintain any Excel spreadsheets for**
 17 **Midwest Dock Solutions?**
 18 A. No.
 19 **Q. Okay. Let's see.**
 20
 21 (WHEREUPON, the document was
 22 marked Plaintiff's
 23 Exhibit 54 for identification,
 24 as of 9/22/25.)

BY MR. McJESSY:

Q. All right.

I'm handing you what's been marked as Exhibit 54. And this is a document, I'll represent to you, that was given to us by Midwest Dock Solutions. And it says credit card holders at the top, and it appears to continue -- you see the bottom line seems to continue on?

A. Yes.

Q. This was the only page we got, so I don't know if it's complete or not. But can you tell by looking at this -- oh, it does say card holders 23 at the top, and it appears there's 23 names on the page.

So does this look like all of the credit card holders for Midwest Dock Solutions' credit cards?

A. Yes.

Q. Okay.

And do you know, were there cards issued to anybody else in the past who aren't on this list?

A. Well, previous employees, yes.

Q. Okay.

And is he somebody from whom you would get receipts for purchases that he made?

A. Yes.

Q. Okay.

And that's true currently, correct?

A. Yes.

Q. Okay.

And then after -- do you get the bills from the credit card company?

A. The bills?

Q. Well, how do you get the -- like how do you -- do you pay the credit card bills?

A. No, I do not.

Q. Oh. Who pays the credit card bills?

A. Tony Zarlengo.

Q. Oh, he handles the -- like he gets the credit card statements, and then he writes out the check for the credit cards?

A. It's usually paid online.

Q. Oh, I see. Okay.

So he handles payment of all

Q. Okay.

A. That don't work there anymore.

Q. All right.

And do you recall who those may have been? And you can look at -- I mean, I don't know if it helps to look at that employee list that was marked as Exhibit 29.

A. You'd think I remember. Let's see.

I believe Don Cruikshank had one.

Q. Okay.

He's on here.

A. James Johnson had one.

Q. Okay.

A. I don't recall if Dylan had one or not. Dylan Kelly.

Q. Okay.

A. I believe Sean Leer did. Johnny Mancha did. Mitton Rivers. I'm not sure about Zach Torkelsen. Travis Woff did. Yeah.

Q. Okay.

And are you aware that Collin Zarlengo has a -- has a credit card?

A. Yes.

of that?

A. Yes.

Q. Okay.

And were you aware that Donald Cruikshank had a credit card -- has a credit card?

A. Actually, he doesn't work there anymore.

Q. Had a credit card?

A. Yes.

Q. Okay.

And David Green?

A. Yes.

Q. Okay.

He has a credit card?

A. He does.

Q. He still has one?

A. Yes.

Q. Okay.

Is he somebody who would also give you receipts for charges?

A. Yes.

Q. Okay.

He still does that?

1 A. Yes.
 2 **Q. And Donald Cruikshank also would give**
 3 **you receipts for charges when he worked there?**
 4 A. Yes.
 5 **Q. Okay.**
 6 **And Nicolas Kelly, same**
 7 **thing? He would give you receipts for charges?**
 8 A. Yes.
 9 **Q. He still works there?**
 10 A. He does.
 11 **Q. He does.**
 12 **And Richard Mantoan, he's**
 13 **somebody who also would give you credit card**
 14 **receipts for charges?**
 15 A. Yes.
 16 **Q. And he still works there?**
 17 A. He does.
 18 **Q. Okay.**
 19 **And do you have a credit**
 20 **card?**
 21 A. I do.
 22 **Q. Okay.**
 23 **The credit card bills, do you**
 24 **know if those come electronically, or do they**

1 **come in the mail?**
 2 A. No. There's an account online.
 3 **Q. Okay.**
 4 **Do you ever do any**
 5 **reconciliation between the account statements**
 6 **and the receipts that you've gotten?**
 7 A. Yes.
 8 **Q. Okay.**
 9 **And do you handle that?**
 10 A. Yes.
 11 **Q. Okay.**
 12 **And how does that process**
 13 **work? If Mr. Zarlengo is paying the credit**
 14 **cards, does -- do you like go online and look**
 15 **at the statement and reconcile and then say,**
 16 **hey, Tony, this looks great, you can go ahead**
 17 **and pay it, or, hey, Tony, there's a problem**
 18 **or --**
 19 A. Well, he views the statement itself.
 20 **Q. Okay.**
 21 A. I just process that part and Zero it.
 22 **Q. Oh, I see. Okay.**
 23 **So you enter it into Zero so**
 24 **that --**

1 A. It's automatically there. And I
 2 attach the receipt to it, for that charge.
 3 **Q. Oh, explain to me how that works.**
 4 A. Well, it shows up in Zero.
 5 **Q. Okay.**
 6 A. And then --
 7 **Q. And does it have line-by-line charges?**
 8 A. Yes. Per person, yes.
 9 **Q. Okay.**
 10 **So it will have like Collin**
 11 **Zarlengo, and it will have his individual**
 12 **charges?**
 13 A. Yes.
 14 **Q. Okay.**
 15 **And then you go through and**
 16 **attach the -- like a PDF of the receipts to**
 17 **each charge?**
 18 A. There's a receipt program where I load
 19 the receipts in and then match it up.
 20 **Q. Oh.**
 21 **And then after you do that,**
 22 **is that when he pays the bill, or how does --**
 23 **how does it work between you and him?**
 24 A. Well, I mean, that's totally separate.

1 I'm getting receipts for them. If I have any
 2 that I'm not getting a receipt, I can tell him.
 3 But as far as the payments, he just makes the
 4 payments online.
 5 **Q. I see.**
 6 **So you'll say, Tony, I'm**
 7 **missing this receipt, I'm missing that receipt?**
 8 A. Right. Yes.
 9 **Q. Okay.**
 10 **And then if you're missing a**
 11 **receipt, what happens?**
 12 A. I let him know.
 13 **Q. And then --**
 14 A. Well, yeah.
 15 **Q. And then you're done?**
 16 A. Right. If I -- I either get the
 17 receipt, or he says it's okay to clear it, that
 18 he's looked into the situation.
 19 **Q. Oh, do you actually have to like clear**
 20 **the individual charges in the program?**
 21 A. Yes.
 22 **Q. Oh, I see.**
 23 **So they're all approved by**
 24 **Mr. Zarlengo, or you've got the receipt, and**

1 you can approve it?
 2 A. Yes.
 3 Q. I understand.
 4 How does it get into Zero?
 5 Do you download the credit card statement to
 6 put it in, or does Mr. Zarlengo do that?
 7 A. I don't -- neither one of us. I
 8 believe, Gineris set that up.
 9 Q. Okay.
 10 And has there ever been an
 11 instance where there had been issues with
 12 credit card charges that don't -- aren't
 13 approved by Mr. Zarlengo and --
 14 A. Yes.
 15 Q. And you have to talk to the employee
 16 about like, hey, there's a charge on this
 17 credit card?
 18 A. Or if they can't get a receipt to me,
 19 then I let Tony know I don't have them.
 20 Q. And then it's up to him to clear it or
 21 not, tell you it's okay?
 22 A. Yes.
 23 Q. Okay.
 24 Who authorized the employees

1 Q. It's like Mr. Zarlengo's credit card
 2 would end in 3597. Mr. Cruikshank's would end
 3 in 3645?
 4 A. Yes.
 5
 6 (WHEREUPON, the documents were
 7 marked Plaintiff's
 8 Exhibits 55 and 56 for
 9 identification, as of 9/22/25.)
 10
 11 BY MR. McJESSY:
 12 Q. All right.
 13 And I've handed you two
 14 exhibits marked Exhibit 55 and 56, and they're
 15 in many respects the same thing, but I just
 16 have these as sort of examples. So on the
 17 first page, let's take a look at Exhibit 55.
 18 It's got a check from Midwest Dock Solutions to
 19 Dock & Door Install for \$49,911.50.
 20 Do you see that?
 21 A. Yes.
 22 Q. Okay.
 23 And if you turn to the next
 24 page, there's a deposit receipt for Old

1 on this list to have credit cards? Who made
 2 that decision?
 3 A. I did not.
 4 Q. Okay.
 5 You don't know who made it?
 6 A. No.
 7 Q. All right.
 8 That's a question for Mr.
 9 Zarlengo?
 10 A. Yes.
 11 Q. Okay.
 12 Are the credit card
 13 statements from Chase? Is it Chase Bank that
 14 is the credit card company?
 15 A. Yes.
 16 Q. And do you recognize that the last
 17 four digits after -- or strike that.
 18 Do you recognize that the
 19 digits that are after each of the names on here
 20 is the credit card number --
 21 A. Yes.
 22 Q. -- for these individuals? Is that
 23 what that is?
 24 A. Yes.

1 National Bank.
 2 Do you see that?
 3 A. Yes.
 4 Q. And then there's a deposit summary
 5 that lists payment from Midwest Dock Solutions
 6 with an invoice number and an amount paid.
 7 Do you see that?
 8 A. Yes.
 9 Q. And then -- and the deposit summary is
 10 in the name of Dock & Door Install, Inc.
 11 Do you see that?
 12 A. Yes.
 13 Q. And if you turn to the next page,
 14 there's like a total for those -- that list of
 15 invoices for \$37,535.50.
 16 Do you see that?
 17 A. Yes.
 18 Q. And then if you turn to the next page,
 19 there's another deposit summary that, again,
 20 lists invoice numbers for Midwest Dock
 21 Solutions, and the amount is \$12,376.
 22 Do you see that?
 23 A. Yes.
 24 Q. And I'll represent to you, if you add

1 those two numbers together, you get the
2 \$49,911.50. That's the check that's on the
3 first page.

4 And then if you look --
5 attached to that are the individual invoices
6 that are referenced on the deposit summaries.

7 Do you see that?

8 A. Yes.

9 Q. So the first one is an invoice to
10 Midwest Dock Solutions at 27 East 36th Place
11 dated February 15, 2023, from Dock & Door
12 Install at 27 East 36th Place.

13 Do you see that?

14 A. Yes.

15 Q. All right.

16 So I'd like to ask you
17 some -- some questions about this document.
18 And, actually -- well, let's look at Exhibit 56
19 also.

20 Do you see that there's a
21 check on this one that's for \$22,741 from
22 Midwest Dock Solutions to Dock & Door Install?

23 A. Yes.

24 Q. All right.

1 And, again, if you turn to
2 the next page, there's a deposit receipt. And
3 then if you turn to the next page, there's the
4 same page without the deposit receipt and
5 security part of it, and it shows \$22,741 as
6 the amount due, and then attached are similar
7 invoices.

8 Do you see those?

9 A. Yes.

10 Q. All right.

11 So, I guess, my first
12 question is: Did you write these checks --

13 A. Yes.

14 Q. -- to Dock & Door Install?

15 A. Yes.

16 Q. All right.

17 So that's your handwriting on
18 the checks; is that right?

19 A. Yes.

20 Q. And then you give the check to Mr.
21 Zarlengo to sign, is that it?

22 A. Yes.

23 Q. Excuse me. Sorry.

24 When you prepared this

1 check -- and let's take a look at Exhibit 56,
2 the first one -- or, I'm sorry, 55, the first
3 exhibit.

4 What -- what is it that you
5 have received in order to prepare that check?

6 A. I get a copy of each of the invoices.

7 Q. Okay.

8 Do you also get a copy of the
9 deposit summary?

10 A. No.

11 Q. Okay.

12 So you get -- in this
13 instance, you would have gotten the stack of
14 invoices that are attached to this?

15 A. Yes.

16 Q. And are they in printed form?

17 A. I get an e-mail copy and a printed
18 form.

19 Q. All right.

20 So it gets emailed to you,
21 and you get a printed copy?

22 A. Yes.

23 Q. And who does the email come from?

24 A. From Tony Brutti.

1 Q. Okay.

2 So you would have a cover
3 email that goes with each like group of
4 invoices that you pay, or do you get a separate
5 email with each invoice?

6 A. One email with all of the invoices.

7 Q. Okay.

8 And do you keep those emails?
9 Do you have them?

10 A. I don't delete them, so, yeah.

11 Q. All right.

12 And so -- so Mr. Brutti
13 forwards the invoices, a group of invoices to
14 you in like a single PDF or --

15 A. He sends those through Zero. So
16 that's where I was saying before, I would have
17 the invoice, and then I can log into my account
18 since I do have Zero.

19 Q. I see. Okay.

20 So you get an email from him,
21 and it has like a tab or something you click on
22 in order to go to Zero and download the
23 invoices into your system?

24 A. Yes.

1 **Q. Okay.**
2 **And you also get a paper**
3 **copy.**
4 **Does he print it out and hand**
5 **it to you?**
6 A. Yes.
7 **Q. Okay.**
8 **And does he just print it out**
9 **at the office there?**
10 A. Yes.
11 **Q. Okay.**
12 **And so he prints it out, and**
13 **does he leave it on your desk or does he hand**
14 **it to you or how does it work?**
15 A. If I'm there, he'll hand it to me. If
16 not, he'll leave it on my desk.
17 **Q. And are they stapled in any way, or**
18 **how are they -- are they just left on a stack?**
19 A. Just left, yeah.
20 **Q. Okay.**
21 **And at the same -- at the**
22 **same time, you get an email from him with the**
23 **Zero link so that you can download them into**
24 **your system?**

1 A. Yes.
2 **Q. Okay.**
3 **So tell me what happens next**
4 **after the invoices are downloaded into your**
5 **Zero system?**
6 A. Once I download the invoices, then I
7 will click on it to pay those, and I write the
8 check.
9 **Q. Do you verify any information on them**
10 **before you -- do you like total them up -- oh,**
11 **I'm guessing Zero totals them up for you?**
12 A. Yes. Zero does that, yes.
13 **Q. Okay.**
14 **And so that tells you what**
15 **the amount of the check is to write?**
16 A. Yes.
17 **Q. And then you write the check, and you**
18 **leave that for Mr. Zarlengo to sign?**
19 A. Yes.
20 **Q. Okay.**
21 **And then after he signs the**
22 **check, what do you do with it?**
23 A. I take the check and the paper copy
24 and invoices he gave me, and I put them on his

1 desk or give him them or give it to him if he's
2 there.
3 **Q. To who?**
4 A. Anthony -- or Tony Brutti.
5 **Q. Okay.**
6 **So you take the check, and**
7 **you take the paper stack of -- of invoices that**
8 **he gave you?**
9 A. Yes.
10 **Q. And you put it on his desk, or you**
11 **hand it to him?**
12 A. Yes.
13 **Q. Okay.**
14 **Do you ever deposit any of**
15 **the checks directly into the bank account for**
16 **Midwest Dock -- for Dock & Door?**
17 A. No.
18 **Q. Okay.**
19 **Do you know, does Mr.**
20 **Zarlengo ever take the checks with the deposit**
21 **ticket to the bank to deposit the checks into**
22 **Dock & Door's account?**
23 A. No. I don't think so.
24 **Q. Okay.**

1 **You don't know one -- one way**
2 **or the other?**
3 A. As far as I know, no.
4 **Q. Okay.**
5 A. No.
6 **Q. Do you know how the invoices are**
7 **prepared?**
8 A. I mean, I know from doing ours how
9 they're -- he has Zero, so he inputs the
10 information.
11 **Q. So they're prepared directly in the**
12 **Zero program?**
13 A. Yes.
14 **Q. I see.**
15 **How do you do it when you**
16 **fill out the invoice in Zero? How does it**
17 **work?**
18 A. You click that you want to do an
19 invoice and then pick a person that it's
20 addressed to, the company that you wanted in
21 there. You type in the information and then --
22 **Q. What information, for example, here**
23 **would you type in? Like would you have to type**
24 **in the invoice date, the invoice number, the**

1 reference, or would that auto populate?

2 A. Well, for us, we type it -- well, the
3 invoice has an invoice number, yes.

4 **Q. Okay.**

5 **So that's auto generated?**

6 A. Yes. Yes. And the invoice date. And
7 the other things are inputted, the reference
8 number and anything you put in description.
9 You have to type what you want to put up there.

10 **Q. All right.**

11 **Do your invoices look very --**
12 **just appearance wise, do your invoices look the**
13 **same as these? Like it will have invoice in**
14 **the upper left corner and then the company that**
15 **you're sending it to right below that and your**
16 **company name over on the far right? Does it,**
17 **you know, look -- appearance wise, are your**
18 **invoices similar?**

19 A. Yes, because I don't -- I mean, that's
20 through the Zero program.

21 **Q. That's what I wondered.**

22 **So it's like a form?**

23 A. You can't really modify, you know,
24 right.

1 customers who are paying Midwest Dock, do any
2 of them use Zero so that you can transmit your
3 invoices to them the same way that Mr. Brutti
4 transmits his invoices to you?

5 A. I'm not aware of anybody.

6 **Q. Okay.**

7 **When you started working at**
8 **Midwest Dock Solutions, did Dock & Door already**
9 **exist?**

10 A. Yes.

11 MR. McJESSY: I need to take about a
12 five-minute break. I may be getting close to
13 the end.

14 MR. HUGHES: Okay.

15
16 (After a break from 1:52 p.m.
17 to 1:58 p.m., the deposition
18 was resumed as follows:)

19
20 MR. McJESSY: All right. Back on
21 the record.

22 BY MR. McJESSY:

23 **Q. Do you -- do you at all use any sort**
24 **of electronic signature stamp at work?**

1 **Q. Does yours have a payment advice?**

2 A. Yes.

3 **Q. And with the little line across the**
4 **bottom with the -- that little dotted line,**
5 **that kind of thing?**

6 A. Yes.

7 **Q. Okay.**

8 **Do you verify any of the**
9 **information that's in the invoices?**

10 A. No.

11 **Q. Do you know, is -- well, you see the**
12 **deposit summary that's here on the like third**
13 **page?**

14 **Yeah. That's it. Thank you.**

15 **Does Zero generate a form**
16 **like this for deposits?**

17 A. Not that I'm aware of because I don't
18 use it that way for Midwest Dock Solutions.

19 **Q. Yeah. That's what I was asking.**

20 **Like do you create anything**
21 **like this for your deposits for Midwest Dock**
22 **Solutions?**

23 A. No.

24 **Q. Any of your Midwest Dock Solutions**

1 A. No.

2 **Q. Okay.**

3 **How about any actual**
4 **signature stamps? Does anybody have a**
5 **signature stamp that you can use to affix your**
6 **signature to things?**

7 A. No.

8 **Q. Other than like Word, DocuSign, or**
9 **something like that. That used to work,**
10 **correct?**

11 A. Yes.

12 **Q. Yeah.**

13 A. Yes.

14 **Q. You -- I think you said one of jobs**
15 **that you do is you pay the bills, correct?**

16 A. Yes.

17 **Q. So you write up the checks.**
18 **I'm looking at Exhibit 55.**
19 **It's got other checks on there?**

20 A. Yes.

21 **Q. And Exhibit 56.**

22 **So if you get a check from**
23 **like -- I'm looking at Exhibit 56, and it's got**
24 **a check to something called Fastenal?**

1 A. Fastenal.
 2 **Q. Fastenal?**
 3 A. Yes.
 4 **Q. Is that for materials or something?**
 5 A. Yes.
 6 **Q. Okay.**
 7 **Do you verify -- like before**
 8 **you write a check to them, if you get an**
 9 **invoice, do you do anything to verify that the**
 10 **amount owed is correct?**
 11 A. Well, actually, Tony goes -- Tony
 12 Zarlengo goes through the bills and let's me
 13 know which ones to pay.
 14 **Q. Okay.**
 15 **And how much to pay?**
 16 A. Well, we pay the full invoice amount,
 17 but --
 18 **Q. The full invoice?**
 19 A. Right.
 20 **Q. Okay.**
 21 **So he gives you like a stack**
 22 **of papers and says, here, pay this, that kind**
 23 **of thing?**
 24 A. Yes.

1 **Q. All right.**
 2 **So Midwest Angle, he'll say**
 3 **here's an invoice for Midwest Angle. Here's a**
 4 **couple of invoices. Pay these?**
 5 A. Yes.
 6 **Q. And the same thing for Holden**
 7 **Insurance?**
 8 A. Yes.
 9 **Q. Okay. I'm looking at Exhibit 55.**
 10 **The same thing would be true**
 11 **for like Napa Auto Parts? You must have gotten**
 12 **a bill from them, I take it?**
 13 A. Yes, or several.
 14 **Q. Or multiple bills?**
 15 A. Several, yeah.
 16 **Q. All right.**
 17 **Other than -- other than**
 18 **Dock & Door, is there any other vendor or**
 19 **supplier that you have that sends you invoices**
 20 **through the Zero system?**
 21 A. No.
 22 **Q. That's the only one?**
 23 A. Yes.
 24 **Q. All right.**

1 **And I asked you earlier if**
 2 **you had ever been paid in cash, and you said**
 3 **no.**
 4 **Are you aware of whether**
 5 **workers have ever been paid in cash?**
 6 A. I know that there has been cash in the
 7 office they were picking up.
 8 **Q. Okay.**
 9 A. For either a reimbursement or -- I'm
 10 not sure what else.
 11 **Q. Okay.**
 12 **And how would they pick that**
 13 **up?**
 14 A. They would just come in and get it off
 15 the desk.
 16 **Q. Okay.**
 17 **It would be in an envelope?**
 18 A. Yes.
 19 **Q. Okay.**
 20 **And would that be on Tony's**
 21 **desk?**
 22 A. Tony Zarlengo's, yes.
 23 **Q. Yeah.**
 24 **And would it have a name**

1 **written on it, like who -- who it was for?**
 2 A. I don't -- I don't think so. I don't
 3 know. I don't really see that. They would
 4 just tell me they have something to pick up.
 5 **Q. Okay.**
 6 **And I asked you earlier if**
 7 **Dock & Door ever had any vehicles of its own,**
 8 **and you said that it didn't, that it used**
 9 **Midwest Dock Solutions' vehicles. But I want**
 10 **to ask the question in the past tense.**
 11 **To your knowledge, has**
 12 **Dock & Door ever had any of its own vehicles?**
 13 A. Not that I'm aware of.
 14 **Q. Okay.**
 15 **And since you've been working**
 16 **there, Dock & Door has always used Midwest Dock**
 17 **Solutions' vehicles, correct?**
 18 A. Yes.
 19 **Q. Prior to coming here today, did anyone**
 20 **suggest to you what your testimony should be on**
 21 **any of the subjects that we covered today?**
 22 A. No.
 23 **Q. Okay.**
 24 **And was all of your testimony**

1 that you gave today truthful?
 2 A. Yes.
 3 Q. Is there anything you said today that
 4 you would like to correct or change?
 5 A. No.
 6 Q. What's your current home address?
 7 A. It's 42 Timrick -- that's
 8 T-i-m-r-i-c-k -- that's Drive -- in Munster,
 9 Indiana.
 10 Q. And have you been there a long time?
 11 A. Yes.
 12 Q. Any present intention to move from
 13 there?
 14 A. No.
 15 Q. Okay.
 16 You had to think about that
 17 one a little bit.
 18 A. Some day, yes.
 19 Q. All right.
 20 The house isn't up for sale?
 21 You're not moving somewhere now, at present?
 22 A. No.
 23 Q. All right.
 24 The last four digits of your

1 And are they now paid to his
 2 daughter?
 3 A. Yes.
 4 Q. And who is Paul Riley?
 5 A. That is a company that we buy supplies
 6 from.
 7 Q. Oh, okay.
 8 What kind of supplies do you
 9 buy from Paul Riley?
 10 A. I'm not sure.
 11 Q. Okay.
 12 Are you familiar with the
 13 Blue Book Construction Guide?
 14 A. Yes.
 15 Q. Okay.
 16 How are you familiar with
 17 that?
 18 A. I believe, we get charges from them.
 19 Q. Okay.
 20 A. Yeah.
 21 Q. And so you're familiar with paying
 22 bills for them?
 23 A. Yes.
 24 Q. Okay.

1 Social Security number?
 2 A. 2126.
 3 Q. And your date of birth?
 4 A. 7/12/68.
 5 Q. All right.
 6 And I've already asked you
 7 your cell phone number, which you gave me
 8 earlier.
 9 Is that the best number to
 10 reach you?
 11 A. Yes.
 12 Q. Okay.
 13 Do you know who Richard
 14 Papiese is, P-a-p-i-e-s-e?
 15 A. Yes.
 16 Q. Who is that?
 17 A. Well, he was the building owner.
 18 Q. Okay.
 19 A. He's deceased. So, now, his daughter.
 20 Q. Okay.
 21 So checks payable to him
 22 would have been for rent checks?
 23 A. Yes.
 24 Q. Okay.

1 Have you ever filled anything
 2 out for them, like information sheets or
 3 anything like that?
 4 A. No.
 5 Q. Okay.
 6 Have you ever like logged
 7 into an account or anything with Blue Book
 8 Construction Guide?
 9 A. No.
 10 Q. Okay.
 11 Is -- is your involvement
 12 with that entity limited solely to just paying
 13 bills -- you know, getting invoices and paying
 14 bills?
 15 A. Yes.
 16 Q. Okay.
 17 So you just recognize the
 18 name from that?
 19 A. Right.
 20 Q. All right.
 21 Do you know what it is?
 22 A. No.
 23 Q. Okay. All right.
 24 MR. McJESSY: I don't have any other

1 questions at this time. If your attorney asks
 2 some questions, I may have -- or if Mr. Miller
 3 does -- I may have some follow-up questions
 4 based upon what they ask. And I am -- just for
 5 the record, I have some concerns about whether
 6 we received all of the documents that would
 7 have been responsive to our document request
 8 because some emails may have not been reviewed
 9 or produced. So I just, for the record, will
 10 reserve the right to recall the witness about
 11 those documents if there are additional
 12 documents to be produced, just for the record.
 13 But that's what I have for now.

14 MR. HUGHES: Okay.

15 Give me a few minutes to go
 16 through my notes. I'm not sure if I'll have
 17 anything. If I do, I'm sure it will brief.

18
 19 (After a break from 2:06 p.m.
 20 to 2:12 p.m., the deposition
 21 was resumed as follows:)

22 MR. HUGHES: We don't have anything.

23 MR. McJESSY: No questions? All
 24

1 IN THE UNITED STATES DISTRICT COURT
 2 FOR THE NORTHERN DISTRICT OF ILLINOIS
 3 EASTERN DIVISION
 4 MID-AMERICA CARPENTERS)
 5 REGIONAL COUNCIL PENSION)
 6 FUND, et al.,)
 7)
 8 Plaintiffs,) No. 1:24-cv-02428
 9)
 10 vs.) Judge Andrea R. Wood
 11)
 12 DOCK & DOOR INSTALL,) Magistrate Judge
 13 INC., an Illinois) Jeannice W. Appenteng
 14 corporation and MIDWEST)
 15 DOCK SOLUTIONS, INC., an)
 16 Illinois corporation,)
 17)
 18 Defendants.)

19 This is to certify that I, SHERRI LYNN
 20 WEBBER, have read the transcript of my
 21 Deposition taken on September 22, 2025, in the
 22 above-entitled cause, consisting of Pages 1
 23 through 262 inclusive, and I do again subscribe
 24 and make oath that the same is a true, correct,
 and complete transcript of my Deposition as
 aforesaid, with corrections, if any, appearing
 on the attached Correction Page(s).
 _____ Correction Pages Attached.

SHERRI LYNN WEBBER

SUBSCRIBED AND SWORN to
 before me this _____ day
 of _____, A.D. 20 ____.

Notary Public

1 right.
 2 Then, all right, aside from
 3 my reservation on the record --
 4 MR. HUGHES: We'll reserve.
 5 MR. McJESSY: Okay.
 6 And I will order a copy of
 7 the transcript.
 8 THE COURT REPORTER: Do you need a
 9 copy?

10 MR. HUGHES: Yes.

11 FURTHER DEPONENT SAITH NOT.
 12
 13
 14
 15
 16
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 18
 19
 20
 21
 22
 23
 24

1 STATE OF ILLINOIS)
 2) SS:
 3 COUNTY OF C O O K)
 4

5 I, DIANE M. NULICK, a Notary Public
 6 within and for the County of Cook, State of
 7 Illinois, and a Certified Shorthand Reporter of
 8 said state, do hereby certify:

9 That previous to the commencement of the
 10 examination of the witness, the witness was
 11 duly sworn to testify the whole truth
 12 concerning the matters herein;

13 That the foregoing deposition transcript
 14 was reported stenographically by me, was
 15 thereafter reduced to typewriting under my
 16 personal direction and constitutes a true
 17 record of the testimony given and the
 18 proceedings had;

19 That the said deposition was taken
 20 before me at the time and place specified;

21 That the said deposition was adjourned
 22 as stated herein;

23 That I am not a relative or employee or
 24 attorney or counsel, nor a relative or employee

1 of such attorney or counsel for any of the
2 parties hereto, nor interested directly or
3 indirectly in the outcome of this action.

4 IN WITNESS WHEREOF, I do hereunto set
5 my hand and affix my seal of office at Chicago,
6 Illinois, this 25th day of September, 2025.



7
8
9
10
11
12 *Shane M. Mulick*
13 Notary Public, Cook County, Illinois.

14 C.S.R. Certificate No. 084-002029.
15
16
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24

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 64

Box Number(s)

363

Application for Post Office Box™ Service

Fill out all non-shaded fields, and take this application to the Post Office™.

1. This service is for (Required selection): ☒ Business/Organization Use ☐ Residential/Personal Use2. Name of Business/Organization (if applicable): MIDWEST DOCK SOLUTIONS3. Name of Person Applying (Last, First, MI — include title if representing a business/organization): ANTHONY ZANENGO (owner)4. Address: Number, Street, Suite 27 E. 36th PLACE

Verify initials

HOME - 13465 W. 83rd PL. ST. JOHN, IN 46373City STEGER State IL ZIP+4® 60475

5. Telephone Number (include Area Code)

(708) 367-0801

6. Email Address

Tony@MIDWESTDOCKSOLUTIONS.COM7. Box Size(s) (Required) See page 1 for details ☒ Size 1 ☐ Size 2 ☐ Size 3 ☒ Size 4 ☐ Size 5

8. Applicant must select and enter the ID Number for two items of valid identification listed below. You must present the IDs at a Post Office. One item must contain a photograph and one must be traceable to the bearer (prove your physical address). Both must be current.

Select one photo ID:

- ☒ Valid driver's license or state non-driver's ID card
- ☐ Armed forces, government, university, or recognized corporate ID
- ☒ Passport, passport card, alien registration card, or certificate of naturalization

Photo ID Number: [REDACTED]

Select one non-photo ID:

- ☒ Current lease, mortgage, or deed of trust
- ☐ Voter or vehicle registration card
- ☐ Home or vehicle insurance policy

Non-Photo ID Number: 12-21-21

Verify initials (For Post Office Use Only)

9. On the back of this form, list the name(s) of all individuals, including members of a business, who will be receiving mail at this (these) PO Box number(s).

10. On the back of this form, list the names of the persons or representatives of the business/organization authorized to pick up mail addressed to this (these) PO Box number(s).

Optional Automatic Renewal Payment — Terms and Agreement (Required for 3-month payment option)

By initialing below and establishing automatic renewal payments at a Post Office, I hereby authorize the U.S. Postal Service® (USPS®) to charge my credit card for the amount of my designated box size per USPS pricing on the scheduled interval I have selected (i.e., 3, 6, or 12 months). This charge could appear on my credit card statement as early as the 15th of the month prior to the due date. If I provided my email address, I understand that I will receive email notification at least 10 days prior to the actual credit card charge. I will also receive a payment due notice in my PO Box before the payment due date. I understand that I may cancel the automatic payment option any time after the initial application/payment process is complete during the business hours at the Post Office where my box is located. If I do not cancel by the 14th of the month prior to the next payment due date, I understand that the payment will be charged to my credit card. I understand that if the payment cannot be transacted due to incorrect or obsolete payment information or the transaction would exceed the credit limit of the account, or the bank or credit card company rejects/returns the payment request, my PO Box may be closed and any mail received after closure would be returned to the sender. If my PO Box is closed for nonpayment, I understand that I could be charged a late payment fee to reactivate my PO Box service. If there are any changes to my credit card number, billing address, or expiration date, I agree to notify the Post Office where my box is located of these changes. I understand that this agreement will remain in effect until I or USPS terminates the PO Box service. The USPS may receive updated credit card account information from the institution that issued the card identified for payment. If I decide to close my PO Box, I must visit the Post Office where my box is located during business hours. (See the PO Box refund policy for information on refunds.) The USPS may terminate my participation under this automatic payment agreement in the event I provide incorrect, false, or fraudulent account information or if I have any returned payment items.

Customer Initials AZ Billing Address (if different from address in 4 above):

Number, Street, Suite

City _____ State _____ ZIP+4® _____

Application Date

01/11/2021

Number of Keys Issued

2

Customer Eligible for No-Fee Service

☐ Yes ☒ No

Signature of Applicant (Same as Item 3) I certify that all information furnished on this form is accurate, truthful, and complete. I understand that anyone who furnishes false or misleading information on this form or omits information requested on this form may be subject to criminal and/or civil penalties, including fines and imprisonment.

Post Office Date Stamp

PLAINTIFF'S
EXHIBIT

49

Application for Post Office Box™ Service

The Postal Service™ may consider it valid evidence that a person is authorized to remove mail from the box if that person possesses a key or combination to the box.

11. Names of individuals (including members of a business) who will be receiving mail at this (these) PO Box number(s) are listed below.
- Residential/Personal Use** – Each adult listed must present two forms of valid identification to the Post Office.
 - Business/Organization Use** – Each person listed must, upon request, present two forms of valid identification to the Post Office.

A parent or guardian may receive the mail of minors by listing their names (no ID is required).

12. Persons or representatives of the business/organization who are authorized to pick up mail addressed to this (these) PO Box number(s) are listed below. All names listed must have verifiable ID and upon request, present this identification to the Postal Service.

ANTHONY ZARCEGO	SHENNI WEBBER
MIKE RICHENT	
Verify initials (for Post Office Use Only) _____	Verify initials (for Post Office Use Only) _____

Privacy Act Statement: Your information will be used to provide Post Office Box™ service and to ensure delivery to the box. Collection is authorized by 39 U.S.C 401, 403, and 404. Providing the information is voluntary; but, if not provided, we will be unable to provide this service to you. We do not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a U.S. Postal Service® auditor; to entities, including law enforcement, as required by law or in legal proceedings; to contractors and other entities aiding us to fulfill the service (service providers); to process servers; to domestic government agencies if needed as part of their duties; and to a foreign government agency for violations and alleged violations of law. Information concerning an individual box holder who has filed a protective court order with the postmaster will not be disclosed except pursuant to court order. For more information regarding our privacy policies, visit usps.com/privacypolicy.

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1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 65



WEBBATS BAT710B1

P.O. Box Service Fee Notice STEGER

23 W 34TH ST, STEGER, IL 60475

(708) 754-2128

MIDWEST DOCK SOLUTIONS
PO BOX 363
STEGER, IL 60475

Date of Notice: 12/01/2021
Box# 363
6 Months: \$42.00
12 Months: \$84.00
Due Date: 12/31/2021

Dear MIDWEST DOCK SOLUTIONS:

This is a friendly reminder that your Post Office Box or Caller Service renewal fee is due. If you have already paid this fee, please disregard this notice and thank you for your continued business with the United States Postal Service. If you have not yet submitted your payment, please do so now.

For your convenience, you can sign up at www.usps.com/poboxes and renew or manage your PO Box online. You can use your credit card to make a one-time payment or sign up for automatic payments so you never miss a due date. You can also renew your PO Box at any one of our Self-Service Kiosks located at select Post Offices nationwide. Go to www.usps.com/locator/welcome.htm and look for Self-Service Kiosks to find a location near you.

As always, payments can be made at the Post Office or mailed to the attention of the Postmaster at the address indicated above. Please make checks or money orders payable to the US Postal Service and include your PO Box number and ZIP Code. If paying by mail, a receipt will be delivered to your PO Box.

Note: Caller Service may only be paid in person or by mail unless enrolled in Enterprise PO Box Online (EPOBOL). (Enroll at <https://postalpro.usps.com/EPS> under the "Quick Links" section). Please be sure to include this notice with your remittance. Caller Service receipts will be provided at the caller service pickup window.

If your payment is not received by the due date, access to your PO Box will be blocked and caller services will be limited. If we have not received your payment by the 10th day after the due date, your PO Box service will be terminated, incoming mail will be returned to the sender, and, in addition to any unpaid monthly PO Box fees, you will be charged a handling fee to reopen your box. To avoid this inconvenience, we encourage you to renew on time.

As a reminder, your account information must be current. If your physical address or other pertinent information has changed since you applied for your PO Box, please ask a Sales and Service Associate at your Post Office to update the filed copy of your PS Form 1093, *Application for Post Office Box Service*.

To update your information for Caller Service, you can ask a Sales and Service Associate to update the PS 1093-C, *Application for Caller Service*.

You are a valued customer and we appreciate your business. Thank you,

POSTMASTER, STEGER



MDS - 006597



STEGER
23 W 34TH ST
STEGER, IL 60475-9998
(800)275-8777

12/30/2021

09:01 AM

Product	Qty	Unit Price	Price
---------	-----	------------	-------

Box Renewal			\$42.00
-------------	--	--	---------

ZIP Code : 60475

Box #: 363

Rental Start Date: 01/01/2022

Next Renewal Date: 06/30/2022

Customer Name: ZARLENGO ANTHONY

Grand Total: \$42.00

Personal/Bus Check \$42.00

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increases and limited employee
availability due to the impacts of
COVID-19. We appreciate your patience.

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STEGER
23 W 34TH ST
STEGER, IL 60475-9996
(800)275-8777

06/21/2022

09:26 AM

Product	Qty	Unit Price	Price
---------	-----	------------	-------

Box Renewal			\$42.00
ZIP Code : 60475			
Box #: 363			
Rental Start Date 07/01/2022			
Next Renewal Date 12/31/2022			
Customer Name ZARLEIGH ANTHONY			

Grand Total:	\$42.00
--------------	---------

Credit Card Remitted	\$42.00
----------------------	---------

Card Name: VISA
Account #: XXXXXXXXXX [REDACTED]
Approval #: 08778G
Transaction #: 991
AID: A000000000 [REDACTED] Chip
AL: VISA CREDIT
PIN: Not Required CHASE VISA

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or scan this code with your mobile device.



or call 1-800-410-7420.



STEGER
23 W 34TH ST
STEGER, IL 60475-9998
(800)275-8777

12/29/2022

09:24 AM

Product	Qty	Unit Price	Price
---------	-----	------------	-------

Box Renewal			\$46.00
-------------	--	--	---------

ZIP Code™: 60475

Box #: 363

Rental Start Date: 01/01/2023

Next Renewal Date: 06/30/2023

Customer Name: ZARLENGO ANTHONY

Grand Total:	\$46.00
--------------	---------

Credit Card Remit	\$46.00
-------------------	---------

Card Name: VISA

Account #: XXXXXXXXXXXX

Approval #: 02696G

Transaction #: 088

AID: A000000000

Chip

AL: VISA CREDIT

PIN: Not Required

CHASE VISA

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or scan this code with your mobile device.





STEGER
23 W 34TH ST
STEGER, IL 60475-9998
(800)275-8777

06/07/2023

09:07 AM

Product	Qty	Unit Price	Price
---------	-----	------------	-------

Box Renewal			\$48.00
ZIP Code: 60475			
Box #: 363			
Rental Start Date: 07/01/2023			
Next Renewal Date: 12/31/2023			
Customer Name: ZARLENGO ANTHONY			

Grand Total:	\$48.00
--------------	---------

Credit Card Remit	\$48.00
-------------------	---------

Card Name: VISA

Account #: XXXXXXXXXXXX [REDACTED]

Approval #: 01145G

Transaction #: 859

AID: A00000000 [REDACTED] Chip

AL: VISA CREDIT

PIN: Not Required CHASE VISA

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or scan this code with your mobile device.



or call 1-800-410-7420.

MDS - 006594



STEGER
23 W 34TH ST
STEGER, IL 60475-9998
(800)275-8777

12/15/2023

09:03 AM

Product	Qty	Unit Price	Price
---------	-----	------------	-------

Box Renewal			\$50.00
-------------	--	--	---------

ZIP CodeSM: 60475

Box #: 363

Rental Start Date: 01/01/2024

Next Renewal Date: 06/30/2024

Customer Name: ZARLENGO ANTHONY

Grand Total:	\$50.00
--------------	---------

Credit Card Remit	\$50.00
-------------------	---------

Card Name: VISA

Account #: XXXXXXXXXXXX [REDACTED]

Approval #: 09546G

Transaction #: 838

AID: A00000000 [REDACTED] Contactless

AL: VISA CREDIT

CHASE VISA

Preview your Mail

Track your Packages

Sign up for FREE

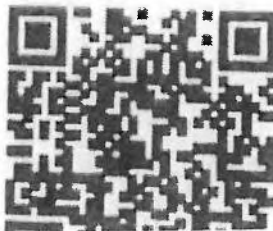
<https://informedelivery.usps.com>

All sales final on stamps and postage.

Refunds for guaranteed services only.

Thank you for your business.

Tell us about your experience.

Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device.



STEGER
13 W 34TH ST
STEGER, IL 60475-0008
(604) 275-8777

06/12/2024 08:57 AM

Product	Qty	Unit Price	Price
Box Renewal			\$51.00
ZIP Code: 60475			
Box #: 363			
Renewal Start Date: 06/01/2024			
Next Renewal Date: 12/31/2024			
Customer Name: ZARLES, ANTHONY			

Grand Total \$51.00

Credit Card Remit \$51.00

Card Name: VISA

Account #: ****XXXX

Approval #: [REDACTED]

Transaction #: 494

Fullback/Excess

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Track your Packages
Sign up for FREE!

Postal // Info // Feedback // USA // USPS

All sales final on stamps and postage
Refunds for postage services only
Thank you for your business.

Tell us about your experience.
Go to: <https://postalexperience.com/ps>
or scan this code with your mobile device.



or call 1-800-410-7420

USPS // 10/1/2024 DATE
Rev: 01.14 MAIL SERVICES - 1-800-202-1111



WEBBATS BAT710B1

P.O. Box Service Fee Notice STEGER

13 W 34TH ST STEGER, IL 60475
(708) 754-2128

MIDWEST DOCK SOLUTIONS
PO BOX 363
STEGER, IL 60475

Date of Notice: 05/31/2024
Box #: 363
6 Months: \$51.00
12 Months: \$102.00
Due Date: 06/30/2024

Dear MIDWEST DOCK SOLUTIONS:

This is a friendly reminder that your Post Office Box or Caller Service renewal fee is due. If you have already paid this fee, please disregard this notice and thank you for your continued business with the United States Postal Service. If you have not yet submitted your payment, please do so now.

For your convenience, you can sign up at www.usps.com/poboxes and renew or manage your PO Box online. You can use your credit card to make a one-time payment or sign up for automatic payments so you never miss a due date. You can also renew your PO Box at any one of our Self-Service Kiosks located at select Post Offices nationwide. Go to www.usps.com/locator/welcome.htm and look for Self-Service Kiosks to find a location near you.

As always, payments can be made at the Post Office or mailed to the attention of the Postmaster at the address indicated above. Please make checks or money orders payable to the US Postal Service and include your PO Box number and ZIP Code. If paying by mail, a receipt will be delivered to your PO Box.

Note: Caller Service may only be paid in Enterprise PO Box Online (EPOROL). Enroll at <https://postalpro.usps.com/EPS> under the "Quick Links" section. Please be sure to include this notice with your remittance. Caller Service receipts will be provided through the EPOROL Application.

If your payment is not received by the due date, access to your PO Box will be blocked and caller services will be limited. If we have not received your payment by the 10th day after the due date, your PO Box service will be terminated, incoming mail will be returned to the sender, and, in addition to any unpaid monthly PO Box fees, you will be charged a handling fee to reopen your box. To avoid this inconvenience, we encourage you to renew on time.

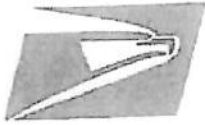
As a reminder, your account information must be current. If your physical address or other pertinent information has changed since you applied for your PO Box, please ask a Sales and Service Associate at your Post Office to update the filed copy of your PS Form 1093, *Application for Post Office Box Service*.

To update your information for Caller Service, you can ask a Sales and Service Associate to update the PS 1093-C, *Application for Caller Service*.

You are a valued customer and we appreciate your business. Thank you.

POSTMASTER, STEGER

MDS - 006592



WEBBATS BAT710B1

**P.O. Box Service Fee Notice
STEGER**

**23 W 34TH ST, STEGER, IL 60475
(708) 754-2128**

**MIDWEST DOCK SOLUTIONS
PO BOX 363
STEGER, IL 60475**

**Date of Notice: 11/30/2024
Box# 363
6 Months: \$51.00
12 Months: \$102.00
Due Date: 12/31/2024**

Dear MIDWEST DOCK SOLUTIONS:

This is a friendly reminder that your Post Office Box or Caller Service renewal fee is due. If you have already paid this fee, please disregard this notice and thank you for your continued business with the United States Postal Service. If you have not yet submitted your payment, please do so now.

For your convenience, you can sign up at www.usps.com/poboxes and renew or manage your PO Box online. You can use your credit card to make a one-time payment or sign up for automatic payments so you never miss a due date. You can also renew your PO Box at any one of our Self-Service Kiosks located at select Post Offices nationwide. Go to www.usps.com/locator/welcome.htm and look for Self-Service Kiosks to find a location near you.

As always, payments can be made at the Post Office or mailed to the attention of the Postmaster at the address indicated above. Please make checks or money orders payable to the US Postal Service and include your PO Box number and ZIP Code. If paying by mail, a receipt will be delivered to your PO Box.

Note: Caller Service may only be paid in Enterprise PO Box Online (EPOBOL). (Enroll at <https://postalpro.usps.com/EPS> under the "Quick Links" section). Please be sure to include this notice with your remittance. Caller Service receipts will be provided through the EPOBOL Application.

If your payment is not received by the due date, access to your PO Box will be blocked and caller services will be limited. If we have not received your payment by the 10th day after the due date, your PO Box service will be terminated, incoming mail will be returned to the sender, and, in addition to any unpaid monthly PO Box fees, you will be charged a handling fee to reopen your box. To avoid this inconvenience, we encourage you to renew on time.

As a reminder, your account information must be current. If your physical address or other pertinent information has changed since you applied for your PO Box, please ask a Sales and Service Associate at your Post Office to update the filed copy of your PS Form 1093, *Application for Post Office Box Service*.

To update your information for Caller Service, you can ask a Sales and Service Associate to update the PS 1093-C, *Application for Caller Service*.

You are a valued customer and we appreciate your business. Thank you,

POSTMASTER, STEGER



STEGER
23 W 34TH ST
STEGER, IL 60475-9998
(800)275-8777

12/17/2024

08:46 AM

Product	Qty	Unit Price	Price
---------	-----	------------	-------

Box Renewal			\$51.00
-------------	--	--	---------

ZIP Code™: 60475

Box #: 363

Rental Start Date: 01/01/2025

Next Renewal Date: 06/30/2025

Customer Name: ZARLENGO ANTHONY

Grand Total: \$51.00

Credit Card Remit \$51.00

Card Name: VISA

Account #: XXXXXXXXXX

Approval #: 08845G

Transaction #: 566

AID: A0000000

Chip

AL: VISA CREDIT

PIN: Not Required

CHASE VISA

Preview your Mail

Track your Packages

Sign up for FREE

<https://informedelivery.usps.com>

All sales final on stamps and postage.

Refunds for guaranteed services only.

Thank you for your business.

Tell us about your experience.

Go to: <https://postalexperience.com/Pos>

or scan this code with your mobile device,



or call 1-800-410-7420.

UFN: 167458-0475

Receipt #: 840-56040059-2-4784948-3

Clerk: 45

MDS - 006590

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 66

**THE
CINCINNATI INSURANCE COMPANIES**

☒ THE CINCINNATI INSURANCE COMPANY ☐ THE CINCINNATI INDEMNITY COMPANY
☐ THE CINCINNATI CASUALTY COMPANY

Named Insured: **DOCK & DOOR INSTALL INC**

Policy Number: ENP 026 56 14 / EBA 026 56 14

Policy Period: 07-22-2019 to 07-22-2022

Effective Date of Change: **03-24-2021**

Endorsement Number: 2

Agency Name: ASSURED PARTNERS OF ILLINOIS 12-103
NAPERVILLE, IL

Explanation of Billing

A change was recently made to your policy with The Cincinnati Insurance Companies. Attached to this summary is the endorsement that amends your policy.

The additional premium for this endorsement is \$ [REDACTED]

This premium is for the time period of 03-24-2021 to 07-22-2021. You will receive a statement based on the payment option you have selected.

Please contact your agency if you have any questions concerning your policy or statement:

ASSURED PARTNERS OF ILLINOIS
1811 HIGH GROVE LN STE 139
NAPERVILLE, IL 60540-9100

630-355-2077

This is not a bill. No payment is necessary at this time.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL CHANGE ENDORSEMENT

Attached to and forming part of:

Auto / Garage

Policy Number **EBA 026 56 14**

All Other

Policy Number **ENP 026 56 14**

Effective Date

of Endorsement **03-24-2021**

Issued to **DOCK & DOOR INSTALL INC**

Agent **ASSURED PARTNERS OF ILLINOIS 12-103**

NAPERVILLE, IL

Endorsement # **2**

PREMIUM INFORMATION

Premium Due at Endorsement Effective Date **REFER TO IA4319**

Subsequent Monthly Installments Increased by \$ _____

Revised Monthly Installment Payment(s) \$ _____

It is agreed that the policy is amended as indicated by ☒

☐ **Policy Installment Premium Amended to:**

☐ Annual

☐ Semi-Annual

☐ Quarterly

☐ **Named Insured**

☒ **Mailing Address**

PO BOX 363

STEGER, IL 60475-0363

☐ **Form(s) Added**

☐ **Form(s) Deleted**

All Other Reason for Change

Auto / Garage Reason for Change

03-25-2021 09:07

IA 4329 12 09

CIC 00282

Page 1 of 1

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 67



Statement Prepared On: 02/28/2022

Questions regarding your insurance coverage:
AssuredPartners of Illinois
(630)355-2077



Statement – Premium Due

000259 128 [REDACTED] 12103 03
DOCK & DOOR INSTALL INC
PO BOX 363
STEGER IL 60475-0363

Amount Due:	\$654.00
Due Date:	03/22/2022

Account Number: [REDACTED]
Policy Number(s) with Premium Due:
0265614

Questions regarding your statement:

Cincinnati Corporate Billing
877-942-2455, CinciBill@cinfin.com
Monday-Friday, 7:30 a.m.- 6 p.m. Eastern Time
Saturday, 8 a.m.- noon Eastern Time

Pay Online or by Phone:	cinfin.com 800-364-3400
	Payments may be made by checking, savings or credit card. We accept Visa®, MasterCard®, Discover®, and American Express® cards.
	Payments confirmed prior to 3 p.m. Eastern Time are applied the same business day, Monday-Friday, excluding bank holidays.
Payment Address:	The Cincinnati Insurance Company P.O. Box 145620 Cincinnati, OH 45250 - 5620
Overnight Payment Address:	The Cincinnati Insurance Company Attention: Corporate Accounts Receivable 6200 South Gilmore Road Fairfield, OH 45014 - 5141

----- Please detach and return the remittance stub below with your payment. -----

Make check payable to: THE CINCINNATI INSURANCE COMPANY. *Please include your account number on the check. Do not send cash. If paying multiple accounts include the remittance stub for each.

Account Number	Due Date	Amount Due
[REDACTED]	03/22/2022	\$654.00

Late Payments: A fee of up to \$25 and/or account cancellation may result if the total amount due is not received and posted by the due date.

DOCK & DOOR INSTALL INC
PO BOX 363
STEGER IL 60475-0363

☐ Please mark for change of address and complete the reverse side.

THE CINCINNATI INSURANCE COMPANY
PO BOX 145620
CINCINNATI OH 45250 -5620

11 1 1000215088 03222022 000000065400 3

PLAINTIFF'S
EXHIBIT

48

Payor Name: DOCK & DOOR INSTALL INC

Account Number: [REDACTED]

FUTURE ACCOUNT STATEMENTS AS OF 02/28/2022 :

Statement Date	Due Date	Premium Due
03/31/2022	04/22/2022	\$649.00
04/28/2022	05/22/2022	\$649.00
05/31/2022	06/22/2022	\$649.00
Total		\$1,947.00
Current Amount Due		\$654.00
Scheduled Installment Premium Due		<u>\$1,947.00</u>
Amount to Pay Account Through 06/22/2022 Due Date		\$2,601.00

Account activity may result in changes to the following information provided above: Statement Date, Due Date, and Premium Due.

Future billing may be suspended if you receive a cancellation for non-payment of premium, which may result in multiple installments being combined on your next account statement.

Each policy installment not paid by electronic funds transfer (EFT) may include an installment fee of up to \$5, not to exceed the amount filed with and approved in your state. Installment fees are assessed at invoicing and are not included in the premiums shown above. Worker's Compensation policies are not subject to installment fees.

Account Number: [REDACTED] Policy Number(s): 0265614

Change of Address

*Please print clearly in blue or black ink.

☐ Billing Address (applies to all policies)
☐ Policy Mailing Address ☐ All Policies ☐ List Selected Policies _____

Street Address _____

City, State _____

Zip Code _____ Area Code and Business Phone _____

Email Address _____

**Statement – Premium Due**

000732 128 [REDACTED] 12103
 DOCK & DOOR INSTALL INC
 PO BOX 363
 STEGER IL 60475-0363



Amount Due:	\$1,235.00
Due Date:	11/22/2024

Payment Method: Direct Invoice

Account Number: [REDACTED]
Policy Number(s) with Premium Due:
 0265614

Statement Prepared On: 10/31/2024

Questions regarding your insurance coverage:
 AssuredPartners of Illinois
 (630)355-2077

Questions regarding your statement:
 Cincinnati Corporate Billing
 877-942-2455, CinciBill@cinfin.com
 Monday-Friday, 7:30 a.m.- 6 p.m. Eastern Time
 Saturday, 8 a.m.- noon Eastern Time

Pay Online or by Phone:	cinfin.com 800-364-3400 Payments may be made by checking, savings or credit card. We accept Visa®, MasterCard®, Discover® and American Express® cards for online and phone payments. PayPal™, PayPal Credit and Venmo™ are accepted for online payments. All payments confirmed prior to 3 p.m. Eastern Time are applied the same day.
Payment Address:	The Cincinnati Insurance Company P.O. Box 145620 Cincinnati, OH 45250 - 5620
Overnight Payment Address:	The Cincinnati Insurance Company Attention: Corporate Accounts Receivable 6200 South Gilmore Road Fairfield, OH 45014 - 5141

Register your account at: cinfin.com/register/billing-account
 Registration Code: DcVPJwHn

----- **Please detach and return the remittance stub below with your payment.** -----

Make check payable to: **THE CINCINNATI INSURANCE COMPANY**. *Please include your account number on the check.
 Do not send cash. If paying multiple accounts include the remittance stub for each.

Account Number	Due Date	Amount Due
[REDACTED]	11/22/2024	\$1,235.00

Late Payments: A fee of up to \$25 and/or account cancellation may result if the total amount due is not received and posted by the due date.

DOCK & DOOR INSTALL INC
 PO BOX 363
 STEGER IL 60475-0363

☐ Please mark for change of address and complete the reverse side.

THE CINCINNATI INSURANCE COMPANY
 PO BOX 145620
 CINCINNATI OH 45250 -5620

11 1 1000215088 11222024 000000123500 7

Payor Name: DOCK & DOOR INSTALL INC

Account Number: [REDACTED]

FUTURE ACCOUNT STATEMENTS AS OF 10/31/2024:

Statement Date	Due Date	Premium Due
11/26/2024	12/22/2024	\$1,230.00
12/30/2024	01/22/2025	\$1,230.00
01/30/2025	02/22/2025	\$1,230.00
02/27/2025	03/22/2025	\$1,230.00
03/31/2025	04/22/2025	\$1,230.00
04/30/2025	05/22/2025	\$1,230.00
05/29/2025	06/22/2025	\$1,230.00
Total		\$8,610.00
Current Amount Due		\$1,235.00
Scheduled Installment Premium Due		\$8,610.00
Amount to Pay Account Through 06/22/2025 Due Date		\$9,845.00

Account activity may result in changes to the following information provided above: Statement Date, Due Date, and Premium Due.

Future billing may be suspended if you receive a cancelation for non-payment of premium, which may result in multiple installments being combined on your next account statement. An installment fee of up to \$5.00, not to exceed the amount filed with and approved in your state, may apply to each installment on policies contained within your account. Installment fees are assessed at invoicing and are not included in the premiums shown above. Installment fees do not apply to policies paid by Electronic Funds Transfer (EFT) or Automatic Payment* when paid by a checking or savings account or debit card. Automatic Payments paid via credit card, PayPal™, PayPal Credit and Venmo™ may include an installment fee. Workers Compensation policies are not subject to installment fees.

*EFT and Automatic Payments are not available in TX.

Account Number: [REDACTED] Policy Number(s): 0265614

Change of Address

*Please print clearly in blue or black ink.

☐ Billing Address (applies to all policies)

☐ Policy Mailing Address ☐ All Policies ☐ List Selected Policies _____

Street Address _____

City, State _____

Zip Code _____

Area Code and Business Phone _____

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 68

CHICAGO REGIONAL COUNCIL OF CARPENTERS
Combined Fringe Benefit Funds and Dues Checkoff Report
 Fringe Benefits: 312/787-9455, Option #5. Regional Council: 312/787-3076

1

25435

SEE INSTRUCTIONS ON REVERSE

☐ NO EMPLOYEES THIS MONTH ☐ CHANGE OF ADDRESS

☐ CHANGE OF NAME ☐ SEND MORE FORMS

DUE BY 5/15/2021

H & W 11.790
 Pen/Supp 23.340
 Appren. .630
 INTL FND .100
 LAB MT/CAF .460
 MIAF .060
 *Safety .010
 *CISCO .010

DOCK DOOR INSTALL, INC.
 PO BOX 363
 STEGER IL 60475-0363

*NOT APPLICABLE FOR WORK PERFORMED
 UNDER THE RESIDENTIAL AGREEMENT

DUES CHECKOFF IS CURRENTLY 4 % OF EACH
 EMPLOYEES MONTHLY GROSS WAGES

APRIL 2021

MUST BE SHOWN!	WATCH SPELLING!	PLEASE PRINT!	Month of	Total Actual Hours Worked (1)	Dues Withheld (2)	Gross Wages
Participant I.D. Number	Carpenter's Name	Local & Class	X			
	AGUIRRE GARCIA JOSE L	272-JNY	X	95	184.49	4612.25
	CRUIKSHANK DONALD	272-JNY	X	93.5	182.06	4551.56
	GREEN DAVID J	272-JNY	X	104	201.97	5049.20
	KELLY NICOLAS J	272-APP	X	106	134.45	3361.14
	RODGERS JACOB H	174-JNY	X	0	0.00	0.00
	ZARLENGO COLLIN M	272-APP	X	45.5	57.75	1443.87
Total this month				444	\$ 760.72	\$ 19,018.02
(1) Amount due at \$ per hour				\$ 16,161.60		
+ (2) Total dues withheld				\$ 760.72		
= Subtotal				\$ 16,922.32		
Prior Balance Due or (Cr. Available)				\$		
Grand Total				\$ 16,922.32		

REPORT DUE ON OR BEFORE THE 15TH OF THE MONTH. LATE PAYMENTS WILL BE CHARGED 1.5% PER MONTH, COMPOUNDED, AS LIQUIDATED DAMAGES!

AN "X" INDICATES THE REGIONAL COUNCIL HAS A DUES CHECKOFF AUTHORIZATION FORM ON FILE

We certify the above is a true and complete report of actual hours worked by foremen, journeymen, and apprentice carpenters, and does NOT include hours worked by any self-employed persons, partners or proprietors of the firm. We hereby agree to be bound by and ratify, confirm, and adopt all of the provisions of the Area Collective Bargaining Agreement and the Agreements and Declarations of Trust under which the Chicago Regional Council of Carpenters Fringe Benefit Funds are maintained. We agree to keep and maintain contemporaneous time records reporting the hours being reported herein.

REPORT MUST BE SIGNED!

AUTHORIZED SIGNATURE

Tony Brava
 President

TITLE

OWNER, PARTNER, OFFICER

CHICAGO REGIONAL COUNCIL OF CARPENTERS
 P.O. BOX 94432
 CHICAGO, IL 60690

CC-202-R 2/11

Combined Fringe Benefit Funds and Dues Checkoff Report
Fringe Benefits: 312/787-9455, Option #5. Regional Council: 312/787-3076

SEE INSTRUCTIONS ON REVERSE

☐ NO EMPLOYEES THIS MONTH ☐ CHANGE OF ADDRESS

☐ CHANGE OF NAME ☐ SEND MORE FORMS

DUE BY 3/15/2022

Health	11.790
Pen/Supp	24.760
Appren.	.680
INTL FND	.110
LAB MT/CAF	.460
MIAF	.060
*Safety	.010
*CISCO	.010


DOCK DOOR INSTALL, INC.
PO BOX 363
STEGER IL 60475-0363

***NOT APPLICABLE FOR WORK PERFORMED
UNDER THE RESIDENTIAL AGREEMENT**
DUES CHECKOFF IS CURRENTLY ⁴ % OF EACH
EMPLOYEES MONTHLY GROSS WAGES

FEBRUARY 2022

[illegible]

REPORT DUE ON OR BEFORE THE 15TH OF THE MONTH. LATE PAYMENTS WILL BE CHARGED 1.5% PER MONTH, COMPOUNDED, AS LIQUIDATED DAMAGES!

Total this month	1,122	\$ 2,048.24	\$ 51,206.13
(1) Amount due at \$ _____ per hour	\$ 42,501.36		
+ (2) Total dues withheld \$ 37,880	\$ 2,048.24		
= Subtotal	\$ 44,549.60	SUBMIT ONE CHECK FOR THE GRAND TOTAL & MAKE PAYABLE TO: CUMMINS	
Prior Balance Due or (Cr. Available)	\$ _____		
Worked by foremen, journeymen, Grand Total	\$ 44,549.60		

AN 'X' INDICATES THE REGIONAL COUNCIL HAS A DUES CHECKOFF AUTHORIZATION FORM ON FILE

We certify the above is a true and complete report of actual hours worked by foremen, journeymen, and apprentice carpenters, and does NOT include hours worked by any self-employed persons, partners or proprietors of the firm. We hereby agree to be bound by and ratify, confirm, and adopt all of the provisions of the Area Collective Bargaining Agreement and the Agreements and Declarations of Trust under which the Chicago Regional Council of Carpenters Fringe Benefit Funds are maintained. We agree to keep and maintain contemporaneous time records reporting the hours being reported herein.

**SUBMIT ONE CHECK FOR THE
GRAND TOTAL & MAKE
PAYABLE TO:
CHICAGO
CARPENTERS TRUST FUNDS
P.O. BOX 94432
CHICAGO, IL 60690**

**REPORT
MUST BE
SIGNED!**

**AUTHORIZED
SIGNATURE**

TITLE

OWNER-PARTNER-OFFICER

CC-202-R 2/1

CC-202-R 2/1

CC-202-R 2/11

www.carpenterbenefits.org

212

Combined Fringe Benefit Funds and Dues Checkoff Report
Fringe Benefits: 312/787-9455, Option #5, Regional Council: 312/787-3076

1

25435

SEE INSTRUCTIONS ON REVERSE

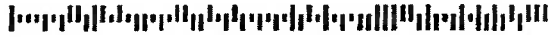
www.carpenterbenefits.org

☐ NO EMPLOYEES THIS MONTH ☐ CHANGE OF ADDRESS

☐ CHANGE OF NAME ☐ SEND MORE FORMS

DUE BY 8/15/2023

Health 12.29
Pen/Supp 25.26
Appren. .68
INTL FND .13
LAB MT/CAFS .46
MIAF .09
*Safety .01
*CISCO .01
Vacation 1.70



DOCK DOOR INSTALL, INC.
PO BOX 363
STEGER IL 60475-0363

*NOT APPLICABLE FOR WORK PERFORMED
UNDER THE RESIDENTIAL AGREEMENT

DUES CHECKOFF IS CURRENTLY 4% OF EACH
EMPLOYEES MONTHLY GROSS WAGES

JULY 2023

MUST BE SHOWN!		WATCH SPELLING!		PLEASE PRINT!		Month of	
Participant I.D. Number	Carpenter's Name	Local & Class	Total Actual Hours Worked (1)	Dues Withheld (2)	Gross Wages		
	AGUIRRE GARCIA JOSE L	272-JNY	X 134	286.81	7,170.34		
	BISHOP BRANDEN P	272-APP	72	61.63	1,540.80		
	GREEN DAVID J	272-JNY	X 139	297.52	7,437.89		
	JANSMA ERIC C	174-JNY	X 136	291.09	7,277.36		
	KELLY NICOLAS J	272-APP	X 117	251.50	6,287.43		
	MANTOAN JR RICHARD B	272-APP	128	178.07	4,451.84		
	RICHERT DAVID L	1693-JNY	X 0	0.00	0.00		
	WILLIAMS QUINTEN M	272-APP	127	176.68	4,417.06		
	ZARLENGO COLLIN M	272-APP	X 113	241.87	6,046.63		
			966	\$ 1,785.17	\$ 44,629.35		
Total this month							
(1) Amount due at \$ 40.630 per hour			\$ 39,248.58				
+ (2) Total dues withheld			\$ 1,785.17				
= Subtotal			\$ 41,033.75				
Prior Balance Due or (Cr. Available)			\$				
Grand Total			\$ 41,033.75				

REPORT DUE ON OR BEFORE THE 15TH OF THE MONTH. LATE PAYMENTS WILL BE CHARGED 1.5% PER MONTH, COMPOUNDED, AS LIQUIDATED DAMAGES!

AN "X" INDICATES THE REGIONAL COUNCIL HAS A DUES CHECKOFF AUTHORIZATION FORM ON FILE

We certify the above is a true and complete report of actual hours worked by foremen, journeymen, and apprentice carpenters, and does NOT include hours worked by any self-employed persons, partners or proprietors of the firm. We hereby agree to be bound by and ratify, confirm, and adopt all of the provisions of the Area Collective Bargaining Agreement and the Agreements and Declarations of Trust under which the Mid-America Carpenters Regional Council Fringe Benefit Funds are maintained. We agree to keep and maintain contemporaneous time records reporting the hours being reported herein.

REPORT MUST BE SIGNED! AUTHORIZED SIGNATURE Anthony Bruni
TITLE President
OWNER-PARTNER-OFFICER

SUBMIT ONE CHECK FOR THE GRAND TOTAL & MAKE PAYABLE TO: MID-AMERICA CARPENTERS TRUST FUNDS
P.O. BOX 94432
CHICAGO, IL 60690

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 69

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

MID-AMERICA CARPENTERS)
REGIONAL COUNCIL PENSION)
FUND, et al.,)
)
Plaintiffs,) No. 1:24-cv-02428
)
vs.) Judge Andrea R. Wood
)
DOCK & DOOR INSTALL,) Magistrate Judge
INC., an Illinois) Jeannice W. Appenteng
corporation and MIDWEST)
DOCK SOLUTIONS, INC., an)
Illinois corporation,)
)
Defendants.)

The deposition of RICHARD BRUNO MANTOAN, called by the Defendant for examination, taken pursuant to the Federal Rules of Civil Procedure of the United States District Courts pertaining to the taking of depositions, taken before DIANE M. NULICK, a Notary Public within and for the County of Cook, State of Illinois, and a Certified Shorthand Reporter of said State, at Suite 231, 3759 North Ravenswood, Chicago, Illinois, on the 14th day of October, A.D. 2025, at 1:04 p.m.

PRESENT:

McJESSY, CHING & THOMPSON, LLC,
BY: MR. KEVIN P. McJESSY,
mcjessy@MCandT.com,
(3759 North Ravenswood, Suite 231,
Chicago, Illinois 60613,
(773) 880-1260),

appeared on behalf of the plaintiffs;

ALLOCCO MILLER & CAHILL, P.C.,
BY: MS. KATHLEEN M. CAHILL,
kmc@alloccomiller.com,
(20 North Wacker Drive, Suite 3517,
Chicago, Illinois 60606,
(312) 675-4325),

appeared on behalf of the defendant,
Dock & Door Install, Inc.;

AMUNDSEN DAVIS LLC,
BY: MR. MICHAEL F. HUGHES,
mhughes@amundsendavislaw.com,
(3815 East Main Street, Suite A-1,
St. Charles, Illinois 60174,
(630) 587-7925/(630) 217-1228 (direct),
appeared on behalf of the defendant,
Midwest Dock Solutions, Inc.

I N D E X

WITNESS: RICHARD BRUNO MANTOAN

EXAMINATION BY: PAGE
Mr. McJessy 4

PLAINTIFF'S EXHIBITS:

No. 272 13
No. 273 19
No. 274 275 and 276 33
No. 277 42
No. 273 48

(The witness was duly sworn.)

RICHARD BRUNO MANTOAN,
called as a witness herein, having been first
duly sworn, was examined and testified as
follows:

EXAMINATION
BY MR. McJESSY:

Q. Sir, can you state your name for the record -- first, middle, and last -- and spell each of them?

A. Richard Bruno Mantoan, R-i-c-h-a-r-d, B-r-u-n-o, M-a-n-t-o-a-n.

**Q. All right.
And have you ever been
deposed before, sir?**

A. Yes.

Q. How many times?

A. Once.

Q. Okay.

And what -- just briefly, what did that entail?

A. Like what did they ask me or --

Q. What was the nature of the matter that you were testifying in, an auto accident or --

A. Oh, auto accident.

Q. Auto accident?

A. Yeah.

Q. All right.

And how long ago was that?

A. January.

Q. Okay.

And was that related at all to your work at Dock & Door or Midwest Dock, anything like that?

A. No.

Q. Okay.

Just a completely separate unrelated matter?

A. Yes.

Q. Okay.

So you're probably a little bit familiar, then, with now the process works,

A. Yes.

Q. Okay.

And we have a court reporter taking down what each of us is saying. She has two hands, but she can only type what one of us is saying at a time. So if I'm asking a question, even if you know what my question's going to be, try to let me finish before you answer, and I will try to return the courtesy and not ask a question while you're still answering.

Is that fair?

A. Yes.

Q. Okay.

And also, as we go along, if I ask a question and you don't understand it -- it's vague, confusing, something like that -- will you ask me to explain my question?

A. Yes.

Q. Okay.

And with that as a ground rule, then, can we -- is it fair that I can presume, if I ask a question and you answer it, that you believe you understood my question?

but I'll just go through a few quick ground rules that may refresh your memory and be similar to what you've heard before.

You know you're under oath, correct?

A. Yes.

Q. Okay.

And do you understand that even though we're here in an informal setting, in a conference room, that that oath has the same force and effect as if you were testifying in court?

A. Yes.

Q. Okay.

And I'm going to go through today and ask you a series questions. You'll give me the best most truthful answers, hopefully, that you can.

All of your responses need to be verbal responses. Yeses and nos are fine. But if you nod or shake your head or say ah-huh or uh-uh, I'll probably prompt you, is that a yes, is that a no, just so the record's clear.

Is that fair?

A. Yes.

Q. Okay.

And last but not least, is there any reason you cannot give truthful answers to my questions today? For example, are you suffering from any conditions or on any medications that would prevent you from understanding my questions or giving truthful answers?

A. No.

Q. Excellent.

All right. Have you spoken with anyone about your deposition here today?

A. Yes.

Q. Okay.

Who have you spoken with?

A. My family.

Q. Okay.

And what was the nature of those conversations?

A. Just that I was supposed to have one. And then they canceled it, and now I have to go back and do it.

Q. Okay.

1 **Have you spoken with anybody**
2 **from Midwest Dock Solutions or Dock & Door**
3 **about your deposition?**

4 A. Yes.

5 **Q. Who have you spoken to?**

6 A. Nico and Brandon.

7 **Q. All right.**

8 **And what did you discuss with**

9 **Nico?**

10 A. Just that I had a deposition on the
11 say same day, so --

12 **Q. Okay.**

13 **Anything else?**

14 A. No.

15 **Q. All right.**

16 **And what did you discuss with**

17 **Brandon?**

18 A. The same thing, just -- I just told
19 him that I had to go give one.

20 **Q. Okay.**

21 **And did you discuss his**
22 **deposition at all?**

23 A. No.

24 **Q. All right.**

1 **Did you discuss anybody**
2 **else's -- anybody else who has given a**
3 **deposition in this case, have you discussed**
4 **their deposition?**

5 A. No.

6 **Q. All right.**

7 **Were you aware that other**
8 **people have given depositions in this case**
9 **besides Nico and Brandon?**

10 A. Yes.

11 **Q. All right.**

12 **How were you aware of that?**

13 A. Just talk at work.

14 **Q. Okay.**

15 **Do you recall anything**
16 **specific about those conversations?**

17 A. No.

18 **Q. Okay.**

19 **Have you spoken with Tony**
20 **Brutti about your deposition today?**

21 A. Yes.

22 **Q. And what was the nature of those**
23 **conversations?**

24 A. Just giving me the address and what

1 time it is.

2 **Q. Okay.**

3 **Anything else?**

4 A. No.

5 **Q. How about Tony Zarlengo? Did you talk**
6 **to him about your deposition?**

7 A. No.

8 **Q. How about Mike Richert?**

9 A. No.

10 **Q. Okay.**

11 **You and I haven't spoken**
12 **today -- before today, have we?**

13 A. No.

14 **Q. Okay.**

15 **You're represented by counsel**
16 **at the deposition here today, correct?**

17 A. Correct.

18 **Q. Okay.**

19 **And Ms. Cahill is your**
20 **attorney; is that right?**

21 A. Yes.

22 **Q. Okay.**

23 **And do you know Todd Miller?**

24 A. Yes.

1 **Q. Okay.**

2 **And I don't want to know what**
3 **you've discussed with either Mr. Miller or Ms.**
4 **Cahill, but have you had a chance to speak with**
5 **them before your deposition here today?**

6 A. Yes.

7 **Q. Okay.**

8 **On how many occasions?**

9 A. Once.

10 **Q. And which -- with who?**

11 A. Todd.

12 **Q. Okay.**

13 **And for how long?**

14 A. Like ten, fifteen minutes.

15 **Q. Okay.**

16 **Did you do anything to**
17 **prepare for your deposition today?**

18 A. No.

19 **Q. Okay.**

20 **Now, you received a subpoena**
21 **to be here for your deposition today, correct?**

22 A. Well, the previous -- yeah.

23 **Q. It was rescheduled?**

24 A. Yes. Yes.

1 **Q. Okay.**

2 **You received a subpoena in**
3 **this matter that has prompted your**
4 **deposition --**

5 A. Ah-huh.

6 **Q. -- here today.**

7 **Is that fair?**

8 A. Sorry. Yes.

9 **Q. No. That's fine.**

10 (WHEREUPON, the document was
11 marked Plaintiff's
12 Exhibit 272 for identification,
13 as of 10/14/25.)
14

15
16 BY MR. McJESSY:

17 **Q. And Exhibit 272, does that look like**
18 **the subpoena you received?**

19 A. Yes.

20 **Q. All right.**

21 **And if you turn to the third**
22 **page of that subpoena, it asks you to produce**
23 **various documents. And according to the first**
24 **page, the documents were supposed to be**

1 **else at either Midwest or Dock & Door?**

2 A. Yes.

3 **Q. All right.**

4 **What -- who else do you have**
5 **text messages with?**

6 A. Brandon. Like, mostly, just guys from
7 the company.

8 **Q. Okay.**

9 A. They're just work texts, like picking
10 me up or that.

11 **Q. Okay. All right.**

12 **I'll ask that you not destroy**
13 **those text messages. Don't delete them off**
14 **your phone at this point.**

15 A. Okay.

16 **Q. And if you can provide them to Ms.**
17 **Cahill after the deposition, that would be -- I**
18 **would ask you to do that, too.**

19 A. Okay.

20 **Q. Okay?**

21 A. Just work-related texts, right?

22 **Q. What other texts would you have?**

23 A. Well, I'm good friends with Brandon,
24 so I just -- me and him talk a lot.

1 **provided by May 30, 2025.**

2 **Do you see that?**

3 A. Yes.

4 **Q. Okay.**

5 **And you've produced documents**
6 **through your attorney yesterday.**

7 **Is that fair?**

8 A. Yes.

9 **Q. Okay.**

10 **And those were text messages**
11 **with Tony Brutti?**

12 A. Yes.

13 **Q. All right.**

14 **The first item on here asks**
15 **you to produce all emails and text messages**
16 **between you and either Dock & Door or anyone**
17 **employed there or Midwest Dock or anyone**
18 **employed there.**

19 **Do you see that?**

20 A. Yes.

21 **Q. All right.**

22 **And do you have -- other than**
23 **the text message that you produced with Tony**
24 **Brutti, do you have text messages with anyone**

1 **Q. Okay.**

2 A. Personal stuff.

3 **Q. All right.**

4 **We'll limit it to**
5 **work-related texts or texts related to this**
6 **lawsuit.**

7 A. Okay.

8 **Q. All right.**

9 **How about texts with Ira**
10 **Sugar?**

11 A. I mean, I've texted him before, but
12 nothing as of recent.

13 **Q. Okay.**

14 **Do you have any texts with**
15 **him on your phone?**

16 A. No.

17 **Q. Okay.**

18 **But you did -- you have**
19 **texted with him?**

20 A. Yes.

21 **Q. Okay.**

22 **About work-related matters?**

23 A. Yeah.

24 **Q. Go here, be there, that kind of thing?**

1 A. More so like what -- like jobs, like
 2 certain stuff, like special stipulations.
 3 **Q. Like explain that to me.**
 4 A. Like if there's like just a certain
 5 like order, like thing you have to do on a job,
 6 then like he'll tell us like, hey, this is what
 7 you need to do there.
 8 **Q. Okay.**
 9 **So he'll give you job**
 10 **specific instructions?**
 11 A. Sometimes, yes.
 12 **Q. Okay.**
 13 **And he'll do that by text**
 14 **message?**
 15 A. That or call.
 16 **Q. Okay.**
 17 **And the text messages, I take**
 18 **it, you've deleted those?**
 19 A. They delete after a month.
 20 **Q. Okay.**
 21 A. All of my texts delete after a month.
 22 **Q. Okay.**
 23 **How about emails? Do you**
 24 **email with anybody?**

1 A. No.
 2 **Q. Okay.**
 3 **Have you in the past?**
 4 A. No.
 5 **Q. All right.**
 6 **Item two on this list of**
 7 **documents to be produced asks you to produce**
 8 **all documents related to any work you've**
 9 **performed for either Dock & Door or Midwest**
 10 **Dock, including time sheets, job notes, and the**
 11 **like.**
 12 **Do you have any documents**
 13 **responsive to that request?**
 14 A. Just time sheets, but I believe that
 15 you guys have those.
 16 **Q. Okay.**
 17 **Nothing else besides time**
 18 **sheets?**
 19 A. No.
 20 **Q. All right.**
 21 **And then item three asks you**
 22 **to produce documents -- documents showing the**
 23 **hours you've worked for either Dock & Door or**
 24 **Midwest Dock.**

1 **Obviously, the time sheets**
 2 **would be responsive to that, correct?**
 3 A. Yes.
 4 **Q. Okay.**
 5 **Do you have any other**
 6 **documents besides the time sheets?**
 7 A. No.
 8 **Q. All right. Let's see.**

9
 10 (WHEREUPON, the document was
 11 marked Plaintiff's
 12 Exhibit 273 for identification,
 13 as of 10/14/25.)
 14

15 BY MR. McJESSY:

16 **Q. Let me hand you what I've marked as**
 17 **Exhibit 273. And if you just turn in this**
 18 **document four pages back, you'll see there's a**
 19 **photo at the bottom of the page. It's a**
 20 **picture of a time sheet. The page you're on is**
 21 **correct.**

22 **Are those the time sheets**
 23 **that you would have?**
 24 A. Yes.

1 **Q. Okay.**
 2 **So it's the form that you**
 3 **fill out and you turn in?**
 4 A. Yes.
 5 **Q. All right.**
 6 **On the subpoena, which is**
 7 **Exhibit 272, item four asks all -- asks you to**
 8 **produce all documents showing amounts you were**
 9 **paid by either Dock & Door or Midwest Dock,**
 10 **such as paychecks, pay stubs, IRS W-2 forms,**
 11 **IRS 1099 forms, and the like.**
 12 **Do you see that?**
 13 A. Yes.
 14 **Q. All right.**
 15 **Do you have any documents**
 16 **responsive to that request?**
 17 A. I probably could find some.
 18 **Q. What documents would you have?**
 19 A. Not on paper, but I assume I have like
 20 W-2s.
 21 **Q. Okay.**
 22 **Anything else?**
 23 A. No, not on paper.
 24 **Q. All right.**

1 Have you ever been paid by
2 **Midwest Dock?**
3 A. No.
4 **Q. Okay.**
5 You've only been paid by
6 **Dock & Door?**
7 A. Yes.
8 **Q. All right.**
9 Item five asks you to produce
10 any resumé or job application you've completed
11 that includes any reference to either
12 **Dock & Door or Midwest Dock.**
13 Do you have any documents
14 responsive to that request?
15 A. No.
16 **Q. Okay.**
17 And item six asks you to
18 produce all photographs that you have taken of
19 any job sites you've worked on for either
20 **Dock & Door or Midwest Dock.**
21 Do you see that?
22 A. Yes.
23 **Q. Do you have photographs of job sites**
24 **that you've worked on?**

1 A. No.
2 **Q. Okay.**
3 Sir, what's the highest level
4 of formal education you've completed?
5 A. High school.
6 **Q. All right.**
7 When did you graduate from
8 high school and where?
9 A. 2021. Lake Central.
10 **Q. And where is that located?**
11 A. St. John, Indiana.
12 **Q. All right.**
13 Did you get your diploma?
14 A. Yes.
15 **Q. Okay.**
16 And did you work when you
17 were in high school?
18 A. Yes.
19 **Q. Where did you work?**
20 A. Calumet Collision. Calumet Collision.
21 **Q. Calumet Collision. Okay.**
22 Auto body repair?
23 A. Yes.
24 **Q. What did you do?**

1 A. I was more -- painted cars.
2 **Q. Oh.**
3 A. Kind of just whatever they needed.
4 **Q. All right.**
5 And you graduated, you said,
6 when? 2021?
7 A. Yes.
8 **Q. All right.**
9 And how long did you work at
10 **Calumet Collision?**
11 A. A couple years in the summers.
12 **Q. Okay.**
13 And then your first job out
14 of high school was where?
15 A. Dock & Door Install.
16 **Q. Okay.**
17 Other than Calumet Collision
18 and Dock & Door Install, have you worked
19 anywhere else?
20 A. No.
21 **Q. All right.**
22 And how did you come to get a
23 job with Dock & Door Install?
24 A. Collin is my neighbor, and I was told

1 to come outside one day.
2 **Q. Collin Zarlengo?**
3 A. Yes.
4 **Q. All right.**
5 And tell me about that. What
6 happened?
7 A. I was just telling him I was looking
8 to get into the union. And he said that where
9 he works is the union, so he could get me in
10 the union.
11 **Q. All right.**
12 And was that any particular
13 union?
14 A. I was looking at carpenters.
15 **Q. Okay.**
16 Any particular reason?
17 A. In high school, I did a construction
18 class, and carpentry interested me.
19 **Q. All right.**
20 So you and Collin -- Collin
21 is your neighbor.
22 How close does he live?
23 A. Behind me.
24 **Q. All right.**

1 **So you and he were talking.**
 2 **And you said, I would like to get a union job.**
 3 **And then what happened?**
 4 A. He said that he would talk to his boss
 5 and see if they could get me in there.
 6 **Q. All right.**
 7 **And what happened next?**
 8 A. They called me.
 9 **Q. Okay.**
 10 A. Asked if I was interested. And I
 11 said, yeah.
 12 **Q. Okay.**
 13 **And who is, "they"?**
 14 A. Tony Brutti.
 15 **Q. Okay.**
 16 **And what happened next?**
 17 A. He just told me like whatever sheets I
 18 needed to bring and that they would sponsor me
 19 in.
 20 **Q. Okay.**
 21 **And what happened after that?**
 22 A. I started working there.
 23 **Q. Started working at?**
 24 A. Dock & Door.

1 **Q. Okay.**
 2 **And you just showed up there**
 3 **one day, or how did it work?**
 4 A. I went to the office and talked to
 5 them. They kind of gave me the rundown of what
 6 I would be doing and see if I was interested,
 7 and I told them, yeah.
 8 **Q. Okay.**
 9 **So is that the office at 27**
 10 **East 36th Place in Steger?**
 11 A. Yes.
 12 **Q. Okay.**
 13 **So you went to the office**
 14 **there?**
 15 A. Yes.
 16 **Q. And who did you meet with?**
 17 A. Tony Brutti.
 18 **Q. Anybody else?**
 19 A. No.
 20 **Q. All right.**
 21 **And what did Tony tell you**
 22 **you'd be doing?**
 23 A. Installing like garage doors and stuff
 24 related to that.

1 **Q. Okay.**
 2 **Had you ever done that kind**
 3 **of work before?**
 4 A. No.
 5 **Q. All right.**
 6 **And how long did you and Tony**
 7 **meet?**
 8 A. I don't remember, honestly.
 9 **Q. Did you meet at his office there?**
 10 A. Yes.
 11 **Q. All right.**
 12 **He has an office at that**
 13 **location?**
 14 A. Yes.
 15 **Q. All right.**
 16 **And did you fill out a job**
 17 **application or anything else?**
 18 A. No.
 19 **Q. Did you fill out any paperwork that**
 20 **you can recall?**
 21 A. Yes.
 22 **Q. What did you fill out?**
 23 A. Like -- just like my bank information
 24 for like payroll and that.

1 **Q. Okay.**
 2 **And then are you a union**
 3 **member?**
 4 A. Yes.
 5 **Q. How did you become a union member?**
 6 A. They sponsored me in. Then I had to
 7 go to the school and then to the local hall and
 8 then like all of the paperwork and stuff like
 9 that.
 10 **Q. Okay.**
 11 **And so you went to the**
 12 **apprentice program?**
 13 A. Yes.
 14 **Q. All right.**
 15 **And you enrolled there?**
 16 A. Yes.
 17 **Q. And that was in what year?**
 18 A. 2021, I believe. Late.
 19 **Q. Okay.**
 20 **Are you still in the**
 21 **apprentice program?**
 22 A. No.
 23 **Q. When did you complete the apprentice**
 24 **program?**

1 A. Like a month or two ago.
 2 **Q. Congratulations.**
 3 A. Thank you.
 4 **Q. All right.**
 5 So, now, you're a
 6 full-fledged journeyman?
 7 A. Yes.
 8 **Q. All right.**
 9 And what union local are you
 10 a member of?
 11 A. 272.
 12 **Q. All right.**
 13 And how did you become a
 14 member of that local? Walk me through it.
 15 A. They sponsored me in, and I went to
 16 the local hall and filled out whatever
 17 paperwork they gave me.
 18 **Q. Okay.**
 19 A. And then just from there just kind of
 20 told me what to do.
 21 **Q. All right.**
 22 And for training, as far as
 23 install -- well, let me strike that.
 24 Do you do dock leveler

1 **Q. Okay.**
 2 Well, how did you learn
 3 overhead door installation?
 4 A. The guys I worked with taught me.
 5 **Q. And who are those guys?**
 6 A. Dave Green, Nico, Jose, all of the
 7 older guys there.
 8 **Q. All right.**
 9 And are you a member of any
 10 other union?
 11 A. No.
 12 **Q. Other than going through the**
 13 **carpenters program, have you had any other**
 14 **training in any other trades?**
 15 A. No.
 16 **Q. Okay.**
 17 How did you learn to paint
 18 cars?
 19 A. My dad.
 20 **Q. Oh, is that --**
 21 A. Yeah.
 22 **Q. He did that kind of work?**
 23 A. Ah-huh.
 24 **Q. Is that a yes?**

1 installation?
 2 A. Not typically, no. I've done it like
 3 once.
 4 **Q. Okay.**
 5 How long ago was the ones
 6 that you installed a dock leveler?
 7 A. A couple months ago.
 8 **Q. Okay.**
 9 Did you do it by yourself, or
 10 were you assisting somebody?
 11 A. I was assisting. I was just an extra
 12 set of hands.
 13 **Q. All right.**
 14 Other than that, all of your
 15 work for Dock & Door has been overhead door
 16 installation?
 17 A. Yes.
 18 **Q. Okay.**
 19 And you received training
 20 through the apprentice program, correct?
 21 A. Yes.
 22 **Q. Did they train you to install overhead**
 23 **doors?**
 24 A. No.

1 A. Yes.
 2 **Q. All right.**
 3 A. Sorry.
 4 **Q. That's all right.**
 5 A. Sorry. I didn't think you meant
 6 trades as in bodywork.
 7 **Q. Oh, any trades, really.**
 8 But do you do bodywork also?
 9 A. No, not anymore.
 10 **Q. Okay.**
 11 You did?
 12 A. Yes.
 13 **Q. All right.**
 14 And you learned the same way,
 15 from your dad?
 16 A. Yes.
 17 **Q. What kind of work do you do for**
 18 **Dock & Door?**
 19 A. Install like dock doors in like
 20 warehouse buildings and new construction, like
 21 spec buildings they call them.
 22 **Q. Okay.**
 23 Anything else?
 24 A. I do like the seals.

1 **Q. Okay.**
 2 A. The dock seals. Track guards.
 3 **Q. Okay.**
 4 A. Guard rail.
 5 **Q. Anything else? Door openers?**
 6 A. I have a little experience with door
 7 openers, but I've done them before.
 8 **Q. Okay.**
 9 **Oh, you said I have little**
 10 **experience with door openers, or I have a**
 11 **little experience?**
 12 A. Have little.
 13 **Q. Okay.**
 14 **You've done them before, but**
 15 **you don't do them often, I take it?**
 16 A. Correct.
 17 MR. McJESSY: Okay.
 18 274. 275. 276.
 19
 20 (WHEREUPON, the documents were
 21 marked Plaintiff's
 22 Exhibits 274, 275, and 276 for
 23 identification, as of 10/14/25.)
 24

1 **would have received this check for?**
 2 A. No.
 3 **Q. Okay.**
 4 **Does this look like a check**
 5 **that you received?**
 6 A. No. It could be my father.
 7 **Q. Okay.**
 8 **Is he also Richard Mantoan?**
 9 A. Yes.
 10 **Q. Okay.**
 11 **But you said the signature on**
 12 **the back looks like your signature?**
 13 A. I mean, it's kind of hard to see. We
 14 have similar signatures.
 15 **Q. Okay.**
 16 **Do you know why your father**
 17 **would receive a check from Midwest Dock**
 18 **Solutions?**
 19 A. Doing work on one of their trucks.
 20 **Q. Okay.**
 21 **Has he done work on one of**
 22 **their trucks before?**
 23 A. Yes.
 24 **Q. Okay.**

1 BY MR. McJESSY:
 2 **Q. All right.**
 3 **Now, sir, I've handed you**
 4 **three exhibits, 274, 275 and 276. And I'll**
 5 **represent to you that 275 and 276 are just**
 6 **enlargements of the two checks that are part of**
 7 **Exhibit 274 just so you can see them better.**
 8 **Do you see those --**
 9 A. Yes.
 10 **Q. -- two checks?**
 11 A. Yes.
 12 **Q. All right.**
 13 **And the check that is shown**
 14 **in Exhibit 274 and Exhibit 275 looks to be a**
 15 **check written to you by Midwest Dock Solutions,**
 16 **correct?**
 17 A. Yes.
 18 **Q. Is that your signature on the back of**
 19 **the check?**
 20 **We're just on 275 at the**
 21 **moment.**
 22 A. I mean, it looks like it.
 23 **Q. Okay.**
 24 **And do you know what you**

1 **And the second check, then,**
 2 **that's 276 -- that's also part of Exhibit**
 3 **274 -- that's a check payable to Rick Mantoan.**
 4 **Do you see that?**
 5 A. Yes.
 6 **Q. Do you -- do you recognize that as a**
 7 **check that was written to you?**
 8 A. No. I don't go by Rick.
 9 **Q. Okay.**
 10 **How -- what do you go by?**
 11 A. R. J.
 12 **Q. Okay.**
 13 **You also go by Richard?**
 14 A. Occasionally.
 15 **Q. Okay.**
 16 **So you think that the check**
 17 **that's 276 -- you think that was written to**
 18 **your father, also?**
 19 A. Yes.
 20 **Q. Okay.**
 21 **And you're not sure about**
 22 **275?**
 23 A. No.
 24 **Q. Okay.**

1 Sir, do you have a credit
2 card with -- a credit card from Midwest Dock
3 Solutions?

4 A. Yes.

5 Q. All right.

6 And when did you get the
7 credit card?

8 A. A couple years ago. I couldn't tell
9 you the exact date.

10 Q. All right. A couple years ago.

11 And if I said 2023, would
12 that sound right to you?

13 A. Yeah.

14 Q. Okay.

15 And who gave you the credit
16 card?

17 A. Honestly, nobody gave it directly to
18 me.

19 Q. Okay.

20 How did you get the credit
21 card?

22 A. Brutti told me to pick it up in the
23 office.

24 Q. Okay.

1 something?

2 A. Yeah.

3 MS. CAHILL: Objection. Form.

4 BY MR. McJESSY:

5 Q. All right. Let me rephrase my
6 question.

7 Did you have discussions with
8 Mr. Brutti about needing to purchase materials
9 when you're out in the field?

10 A. Yeah.

11 Q. Okay.

12 What was the nature of those
13 discussions?

14 A. Probably needed anchors or drill bits,
15 something job specific.

16 Q. Okay.

17 And you don't purchase those
18 things yourself?

19 A. No.

20 Q. Okay.

21 And did Mr. Brutti say, hey,
22 I'll get you a credit card or anything like
23 that?

24 A. I don't remember to be honest with

1 And, again, that's the office
2 at 26 -- or 27 East 36th Place in Steger?

3 A. Yes.

4 Q. Okay.

5 And is that what you did?

6 You went to the office and picked it up?

7 A. Yeah. It was just on the break room
8 table in there.

9 Q. Okay.

10 And how did you come to get a
11 credit card from Tony Brutti?

12 A. Just in case I needed materials.

13 Q. Okay.

14 Is it just one day Tony
15 said -- Tony Brutti said that there's a credit
16 card for you on the break room table without
17 any prior discussions or anything like that?

18 A. Yeah, just because sometimes like I'd
19 need stuff out on like job sites. And I'm not
20 paying for it, so --

21 Q. Okay.

22 And how -- do you know how
23 Mr. Brutti knew that you'd be out on a job site
24 and not have a credit card and need to purchase

1 you.

2 Q. Okay.

3 A. I don't remember exactly how the
4 conversation went.

5 Q. Okay.

6 Do you remember any
7 conversation like that?

8 A. No.

9 Q. Okay.

10 But at some point, you
11 remember Mr. Brutti told you there was a credit
12 card for you on the break table?

13 A. Yes.

14 Q. Okay.

15 Anybody else other than Mr.
16 Brutti, to your knowledge, arrange for you to
17 have the credit card?

18 A. Not to my knowledge.

19 Q. Okay.

20 And then you, I take it, went
21 into the break room? It's in the break room,
22 you said?

23 A. Yeah.

24 Q. On the table in the break room?

1 A. Yeah.
 2 **Q. Okay.**
 3 **At Midwest Dock Solutions'**
 4 **office?**
 5 A. I don't know whose office it exactly
 6 is, but, yes --
 7 **Q. Okay.**
 8 A. -- at 27 East --
 9 **Q. 36th Place?**
 10 A. Yes.
 11 **Q. All right.**
 12 **You don't know whose office**
 13 **that is?**
 14 A. No, honestly.
 15 **Q. All right.**
 16 **As far as you know, it could**
 17 **be either Dock & Door's or Midwest Dock**
 18 **Solutions' or both?**
 19 A. Yes.
 20 **Q. Okay.**
 21 **And you went in, and there**
 22 **was a credit card for you; is that correct?**
 23 A. Yes.
 24 **Q. All right.**

1 A. I honestly don't know her last name.
 2 **Q. Is she in the office?**
 3 A. Yes.
 4 **Q. And do you -- is that something you're**
 5 **required to do, is send in the receipts?**
 6 A. Yes.
 7 **Q. And who told you you had to do that?**
 8 A. Tony Brutti.
 9 **Q. Okay.**
 10 **And who told you that the**
 11 **receipts had to go to Sherri?**
 12 A. Tony Brutti.
 13 **Q. Okay.**
 14 **And how do you send Sherri**
 15 **the receipts?**
 16 A. Pictures.
 17 **Q. All right.**
 18 **Take a snapshot of the**
 19 **receipt and e-text it to her?**
 20 A. Yes.
 21 **Q. All right.**
 22 **So you have texts with Sherri**
 23 **as well; is that correct?**
 24 A. Not as of recently, but in the past,

1 **And you've used that credit**
 2 **card since then for work purposes?**
 3 A. Yes.
 4
 5 (WHEREUPON, the document was
 6 marked Plaintiff's
 7 Exhibit 277 for identification,
 8 as of 10/14/25.)
 9
 10 BY MR. McJESSY:
 11 **Q. All right.**
 12 **I'm going to hand you what**
 13 **I've marked as Exhibit 277.**
 14 **And let me ask you this, when**
 15 **you make purchases on the credit card, do you**
 16 **have to account in any way for the purchases**
 17 **you've made?**
 18 A. I send receipts in.
 19 **Q. Okay.**
 20 **And who do you send the**
 21 **receipts to?**
 22 A. Sherri.
 23 **Q. All right.**
 24 **Is that Sherri Webber?**

1 yes.
 2 **Q. Okay.**
 3 **You don't have any of those**
 4 **texts currently, I take it?**
 5 A. No.
 6 **Q. All right.**
 7 **Excuse me. And if you look**
 8 **at what's marked as Exhibit 277, I'll represent**
 9 **to you that this is a printout from 2022 and**
 10 **2023 from the general ledger from Midwest Dock**
 11 **Solutions for your credit card entries. And if**
 12 **you look through this, you'll see that it's**
 13 **got -- it's got charges on here, payment BP,**
 14 **payment Amoco, payment Grease Monkey, payment**
 15 **Speedway, payment Home Depot, payment Culver's,**
 16 **payment Texas Roadhouse, payment Buffalo Wild**
 17 **Wings, payment Anytime Fitness, payment Anytime**
 18 **Fitness, Anytime Fitness.**
 19 **Do you see those charges on**
 20 **there?**
 21 A. Yes.
 22 **Q. Are those your charges?**
 23 A. Yes.
 24 **Q. Okay.**

1 And are any of those personal
2 charges?

3 A. Not like -- I'm trying to think. When
4 we stay out of town, that's when I use these,
5 to go out to eat or stuff like that.

6 Q. All right.

7 What about the Anytime
8 Fitness charges?

9 A. That's when I was out of town.

10 Q. Okay.

11 You'd go to a fitness place?

12 A. Yeah. Go to the gym, yes.

13 Q. Okay.

14 And does -- as far as you
15 know, are -- well, strike that.

16 Do you personally pay for any
17 of these charges?

18 A. No.

19 Q. Okay.

20 Have you ever had to
21 reimburse the company for any of these charges?

22 A. No.

23 Q. Okay.

24 Do you know who pays these

1 A. Yes.

2 Q. All right.

3 And do you know other -- any
4 other persons who have a credit -- a company
5 credit card?

6 A. I think most of the people we work
7 with do.

8 Q. Okay.

9 And when you say "most," who
10 would be the names of those people?

11 A. Nico, Dave Green, Collin.

12 Q. Collin Zarlengo?

13 A. Yes.

14 Q. All right.

15 And have you gone out of town
16 on jobs with them as well?

17 A. Yes.

18 Q. All right.

19 And have they used their
20 credit cards, to your knowledge, for the same
21 basic purposes that you do?

22 A. Yes.

23 Q. Okay.

24 Meals, that kind of thing?

1 charges?

2 A. No.

3 Q. Okay.

4 You don't know whether it's
5 Dock & Door or Midwest Dock Solutions?

6 A. No.

7 Q. Okay.

8 But it's true that whoever
9 pays them it's not you, correct?

10 A. Correct.

11 Q. Okay.

12 And do you still have the
13 credit card?

14 A. Yes.

15 Q. Okay.

16 And do you still use it for
17 work purposes?

18 A. Yes.

19 Q. So when you're -- when you're out of
20 town, you mean out of town working, correct?

21 A. Yes.

22 Q. Okay.

23 And you would use it to pay
24 for meals and things like that?

1 A. Yes.

2 Q. Do you know, are the credit card
3 receipts for the other employees handled the
4 same way, they send in their credit card
5 receipts to Sherri?

6 A. Yes.

7 Q. And since you've been working for
8 Dock & Door, have you worked for any other
9 employer?

10 A. No.

11 Q. All right.

12 Have you done work for
13 Midwest Dock Solutions?

14 A. No.

15
16 (WHEREUPON, the document marked
17 Plaintiff's Exhibit 273 for
18 identification was tendered to
19 the deponent.)

20
21 BY MR. McJESSY:

22 Q. Okay.

23 Let's take a look at the text
24 messages that you've produced that are marked

1 as Exhibit 273, and are these sort of
2 representative of the -- I know you only have
3 text messages going back to, it looks like, mid
4 September, but are these representative of the
5 kind of text messages that you ordinarily
6 exchange with Tony Brutti?

7 A. Yes.

8 Q. All right.

9 If you look at -- if you go
10 to the third page back -- well, actually, if
11 you go to the second page, there's a text
12 message on the bottom of that. It says, okay,
13 we've got a couple of pallets out there.

14 Do you see that?

15 A. The second page?

16 Q. The second page in, yeah. If you go
17 to the second page.

18 A. Oh, one more page. Sorry.

19 Q. Okay.

20 And if you go to the second
21 page at the bottom, it looks like there's a
22 text. It says, okay, we've got a couple of
23 pallets out there?

24 A. Yes.

1 then there's nothing. But then if I go into
2 other chats and I scroll up, there's just
3 nothing.

4 Q. I don't quite understand that.

5 A. I don't either. I'm telling you like
6 they're set to delete after a month, but
7 sometimes like some of them save.

8 Q. Okay. All right.

9 In any event, this text
10 message at the bottom, it sort of cuts off.

11 Do you see that?

12 A. Yes.

13 Q. And then the next page doesn't seem to
14 pick right up with where that's at.

15 Do you see that?

16 A. Yes.

17 Q. Are there text messages that were
18 missing in this string?

19 A. Not that I know of.

20 Q. Okay.

21 When you send your text
22 messages -- when you send the other text
23 messages on your phone that we talked about to
24 your attorney, can you check and see if you

1 Q. All right.

2 And this looks like part of a
3 text string from July 28, it looks like.

4 Do you see that?

5 A. Yes.

6 Q. All right.

7 And when did you send these
8 text messages to your attorney?

9 A. Yesterday.

10 Q. All right.

11 So you still had a text
12 message on your phone from July 28?

13 A. I guess, yeah.

14 Q. Would that suggest to you that they're
15 not deleted every 30 days?

16 A. Yeah. Some of them -- I have it set
17 on my phone to delete. But sometimes when you
18 scroll up, they're still there.

19 Q. Okay.

20 A. It's not every text. I don't know.

21 Q. Okay.

22 How does it work that you
23 thought they were deleted every 30 days?

24 A. Because if I like scroll up any more,

1 have -- like if there's sections missing from
2 this, can you produce the complete text string?

3 A. Yes.

4 Q. Okay.

5 A. Sorry. I kind of sent them in like
6 a -- I was just screenshotting and hurrying.

7 Q. Okay.

8 And if you look at the next
9 page, there's a -- the first line at the top
10 says pretty sure Sam has one.

11 Do you see that?

12 A. Yes.

13 Q. Who's Sam?

14 A. He was an employee for a little bit.

15 Q. Okay.

16 Do you know his last name?

17 A. Sorry. I'm trying to think.

18 No. I can't remember it.

19 Q. When you say he was an employee for a
20 little bit, what do you mean by that? Do you
21 know when he started?

22 A. Last year. He was here like on and
23 off.

24 Q. Okay.

1 And was he working for
 2 Dock & Door?
 3 A. Yes.
 4 Q. And do you know, was it -- do you know
 5 if he had a more full name than Sam, like Sam
 6 or Samuel or --
 7 A. I think it was Samuel.
 8 Q. Samuel.
 9 And do you know his last
 10 name?
 11 A. No.
 12 Q. Okay.
 13 A. I can't remember it.
 14 Q. All right.
 15 But you think he started in
 16 2024?
 17 A. Yes.
 18 Q. Okay.
 19 And he was somebody who
 20 worked on job sites with you?
 21 A. Occasionally, yes.
 22 Q. Okay.
 23 And what kind of work did Sam
 24 do?

1 tool?
 2 A. Yes.
 3 Q. Okay.
 4 It goes on the truck with the
 5 other tools?
 6 A. Yes.
 7 Q. All right.
 8 And if you turn to the page
 9 that has August 5 on it at -- it's in the
 10 middle of the page. It says August. Are you
 11 there? August 5 at 7:38 a.m.
 12 Do you see that?
 13 A. Yes.
 14 Q. And the entry above that, those are
 15 your texts in blue, correct?
 16 A. Yes.
 17 Q. All right.
 18 And you say, I had Sam clean
 19 up yesterday, not too much to do out here; is
 20 that right?
 21 A. Yes.
 22 Q. All right.
 23 That's the same Sam we were
 24 talking about?

1 A. Just kind of whatever we needed extra
 2 help with.
 3 Q. Okay.
 4 Including like door
 5 installation work?
 6 A. Yes.
 7 Q. Okay. All right.
 8 And then if you go to the top
 9 of the next page, it talks about basically
 10 buying, I think, a hammer drill, it looks like.
 11 Is that the kind of thing you
 12 would use your credit card for?
 13 A. Yes.
 14 Q. Okay.
 15 And if you bought a tool
 16 like -- do you remember, did you buy the
 17 Milwaukee drill or the hammer drill or whatever
 18 the -- what was it that you were buying? Do
 19 you know what it was you were buying?
 20 A. It was a hammer drill.
 21 Q. Okay.
 22 For some reason, I thought
 23 that.
 24 Has that become a company

1 A. Yes.
 2 Q. Okay.
 3 And then the text below that,
 4 the one that begins on August 5 at 7:38, it
 5 says, you're going to send in your hours and
 6 you ask is Collin coming.
 7 Do you see that?
 8 A. Yes.
 9 Q. Does that mean out to the job site
 10 where you're working?
 11 A. Yes.
 12 Q. All right.
 13 And Tony's text is -- Tony
 14 Brutti's text is directly below that. It says,
 15 I think he loaded some stuff at the shop,
 16 correct?
 17 A. Yes.
 18 Q. Okay.
 19 And that's the -- is the shop
 20 he's referring to the 27 East 36th Place
 21 location?
 22 A. Yes.
 23 Q. All right.
 24 Is that where you would

1 typically load up with supplies for -- when
2 you're going out to the job site?

3 A. Yes.

4 Q. And then if you could turn in further
5 to -- let's see -- August 19, 10:47 a.m., I
6 want to ask you about the entries above that.
7 That's the one I'm seeing.

8 If you go to the page before
9 that, it says, at the top, so the electricians
10 are taking over everything on the lights,
11 question mark, like installing them, too.

12 That's your text, correct?

13 A. Yes.

14 Q. All right.

15 And Tony responds, yes,
16 lights and fans. We will be doing the traffic
17 lights for the locks, and you -- and that's
18 what he says, correct?

19 A. Yes.

20 Q. And you said, that's stupid, correct?

21 A. Yes.

22 Q. All right.

23 What -- and if you go on from
24 here, it looks like there's -- you're talking

1 Q. And they were saying they should be
2 installing the dock lights on the inside of the
3 dock?

4 A. Yes.

5 Q. All right.

6 And if -- if you go to the
7 next page, just above your time sheet, it says,
8 yea, yea, y-e-a. I -- well, obviously, I'm not
9 mad at Bill. The electricians have tried to
10 pull this on another ARCO job.

11 Do you see that?

12 A. Yes.

13 Q. And it's a little cumbersome, but what
14 are you saying there?

15 A. On a previous job -- it was another
16 ARCO -- the electricians had said that we
17 shouldn't be doing the dock lights on the
18 interior of the building. And previously,
19 Bill, who's like the GC for ARCO, told them
20 like that's our work.

21 Q. Meaning?

22 A. We should be installing them.

23 Q. Meaning Dock & Door Install or Midwest
24 Dock or whoever?

1 about carpenter work versus electrician work,
2 correct?

3 A. Yes.

4 Q. What's the issue that you're having?

5 A. So there's dock lights and traffic
6 lights. Traffic lights go on the outside of
7 the building and are like wired together where
8 dock lights are on the inside of the building.
9 And typically we install them, and it's just a
10 plug you plug into the wall. So they were
11 trying to say that we shouldn't do the ones
12 inside but should be doing the ones outside,
13 which wouldn't make sense because then they
14 would have to wire them.

15 Q. "They" meaning?

16 A. The electricians.

17 Q. Okay.

18 They were saying you should
19 be installing the traffic lights on the outside
20 of the building?

21 A. Yes.

22 Q. Okay.

23 But not wiring them?

24 A. Correct.

1 A. Dock & Door Install should be
2 installing them, yes.

3 Q. Okay.

4 Do you know who ARCO's
5 contract was actually with for this job,
6 whether it was Dock & Door or Midwest Dock
7 Solutions?

8 A. No.

9 Q. Okay.

10 That isn't anything you would
11 have reason to know; is that right?

12 A. Correct.

13 Q. Okay.

14 And who's Connelly?

15 A. The electricians company.

16 Q. And if you turn to the next page,
17 there's a text message there asking if -- do we
18 have size large shirts, T-shirts.

19 Do you see that?

20 A. Yes.

21 Q. All right.

22 And is that referring to the
23 like neon color -- neon green shirts that you
24 sometimes wear?

1 A. Yes.
 2 **Q. Okay.**
 3 MS. CAHILL: I have an objection.
 4 He hasn't testified to that.
 5 BY MR. McJESSY:
 6 **Q. All right.**
 7 **Are those the neon green**
 8 **shirts that say Midwest Dock Solutions on them?**
 9 A. Some of them. Some of them are just
 10 blank.
 11 **Q. Okay.**
 12 **And have you worn the ones**
 13 **that say Midwest Dock Solutions on them?**
 14 A. Yes.
 15 **Q. Okay.**
 16 **And -- all right. And then**
 17 **you say, below that, cool, I need to get rid of**
 18 **some of my old ones. They're destroyed, LOL,**
 19 **correct?**
 20 A. Yes.
 21 **Q. All right.**
 22 **Were the old ones the ones**
 23 **that said Midwest Dock Solutions on them?**
 24 A. Just, in general, I needed new shirts.

1 A. Yes.
 2 **Q. All right.**
 3 **And he responds, possibly,**
 4 **I'm not a hundred percent sure about Friday**
 5 **yet, correct?**
 6 A. Yes.
 7 **Q. Okay.**
 8 **And then if you go further**
 9 **down, it looks like then there's a text from**
 10 **you that's dated October 6 where you're**
 11 **providing hours, again, correct?**
 12 A. Yes.
 13 **Q. And is that for -- it says 25, 26, 29,**
 14 **30.**
 15 **That's September dates?**
 16 A. Yeah, whichever date he asked for
 17 hours for.
 18 **Q. Okay.**
 19 **But it wouldn't be -- it,**
 20 **obviously, wouldn't be for October?**
 21 A. No.
 22 **Q. And I'm guessing it probably wouldn't**
 23 **be for August. So would that be September?**
 24 A. Yes.

1 **Q. Okay.**
 2 **But did the old ones say**
 3 **Midwest Dock Solutions on them?**
 4 A. I'm sure some of them did.
 5 **Q. Okay.**
 6 **And if you go to the fourth**
 7 **to the last page, and on this page, it looks**
 8 **like this is dated -- the entries here are**
 9 **September 27 through October 1.**
 10 **That's like a couple of weeks**
 11 **ago, right?**
 12 A. Yes.
 13 **Q. All right.**
 14 **And it looks like you're**
 15 **forwarding -- for October 1, you're forwarding**
 16 **your hours.**
 17 **Is that what that is?**
 18 A. Yes.
 19 **Q. All right.**
 20 **And then Tony's text says,**
 21 **off tomorrow, correct?**
 22 A. Yes.
 23 **Q. And you say, off all week, question**
 24 **mark; is that right?**

1 **Q. Okay.**
 2 **And then you sent a text on**
 3 **Thursday.**
 4 **Is that Thursday of last**
 5 **week?**
 6 A. I'd assume so.
 7 **Q. Okay.**
 8 **It would be after October 6,**
 9 **so I would assume so, too.**
 10 **It says, so there's zero work**
 11 **on union side, correct?**
 12 A. Yes.
 13 **Q. Okay.**
 14 **And what does "union side"**
 15 **mean?**
 16 A. Like Dock & Door install.
 17 **Q. Okay.**
 18 **Is there a nonunion side?**
 19 A. Not for us, but Midwest.
 20 **Q. That's nonunion?**
 21 A. Yes.
 22 **Q. Okay.**
 23 **So when you say there's zero**
 24 **work on the union side, you mean for**

1 **Dock & Door, correct?**
 2 A. Correct.
 3 **Q. The address that's on the subpoena**
 4 **that I showed you here, the 9458 Torrence**
 5 **Place, is that your current address?**
 6 A. Yes.
 7 **Q. Okay.**
 8 **And what's your current phone**
 9 **number?**
 10 A. (219) -- do you need to write it down,
 11 or are you just asking?
 12 **Q. No. I'm just asking.**
 13 A. (219) 779-6239.
 14 **Q. All right.**
 15 **And is that your cell phone**
 16 **number?**
 17 A. Yes.
 18 **Q. Who's your carrier?**
 19 A. T-Mobile.
 20 **Q. All right.**
 21 **And how long have you had**
 22 **that number?**
 23 A. A couple years.
 24 **Q. How long have you had T-Mobile as a**

1 **carrier, same time?**
 2 A. Same time, yeah.
 3 **Q. The last four digits of your social**
 4 **security number?**
 5 A. 9351.
 6 **Q. And date of birth?**
 7 A. 01/27/03.
 8 MR. McJESSY: Okay.
 9 I don't have any other
 10 questions. I'm going to reserve the right to
 11 recall the witness just in case. I'd like to
 12 see the text messages that we didn't get.
 13 MS. CAHILL: I have no objection.
 14 MR. McJESSY: And other than that,
 15 I'm done. I have no other questions.
 16 MS. CAHILL: I have no questions.
 17 MR. HUGHES: I don't think I do.
 18 Let me look.
 19 No. I don't have anything.
 20 MR. McJESSY: All right.
 21 Sir, I appreciate your time.
 22 Don't take any of those documents with you.
 23 THE WITNESS: Okay.
 24 MS. CAHILL: We'll waive.

1 MR. McJESSY: There you go.
 2 All right. You're good. I
 3 appreciate it.
 4
 5 FURTHER DEPONENT SAITH NOT.
 6
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1 STATE OF ILLINOIS)
 2) SS:
 3 COUNTY OF C O O K)
 4
 5 I, DIANE M. NULICK, a Notary Public
 6 within and for the County of Cook, State of
 7 Illinois, and a Certified Shorthand Reporter of
 8 said state, do hereby certify:
 9 That previous to the commencement of the
 10 examination of the witness, the witness was
 11 duly sworn to testify the whole truth
 12 concerning the matters herein;
 13 That the foregoing deposition transcript
 14 was reported stenographically by me, was
 15 thereafter reduced to typewriting under my
 16 personal direction and constitutes a true
 17 record of the testimony given and the
 18 proceedings had;
 19 That the said deposition was taken
 20 before me at the time and place specified;
 21 That the said deposition was adjourned
 22 as stated herein;
 23 That I am not a relative or employee or
 24 attorney or counsel, nor a relative or employee

1 of such attorney or counsel for any of the
2 parties hereto, nor interested directly or
3 indirectly in the outcome of this action.

4 IN WITNESS WHEREOF, I do hereunto set
5 my hand and affix my seal of office at Chicago,
6 Illinois, this 17th day of October, 2025.



7
8
9
10
11
12 *Shane M. Mulick*
13 Notary Public, Cook County, Illinois.

14 C.S.R. Certificate No. 084-002029.
15
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24

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 70

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

MID-AMERICA CARPENTERS)
REGIONAL COUNCIL PENSION)
FUND, et al.,)
)
Plaintiffs,) No. 1:24-cv-02428
)
vs.) Judge Andrea R. Wood
)
DOCK & DOOR INSTALL,) Magistrate Judge
INC., an Illinois) Jeannice W. Appenteng
corporation and MIDWEST)
DOCK SOLUTIONS, INC., an)
Illinois corporation,)
)
Defendants.)

The deposition of NICOLAS JAMES KELLY, called by the Defendant for examination, taken pursuant to the Federal Rules of Civil Procedure of the United States District Courts pertaining to the taking of depositions, taken before DIANE M. NULICK, a Notary Public within and for the County of Cook, State of Illinois, and a Certified Shorthand Reporter of said State, at Suite 231, 3759 North Ravenswood, Chicago, Illinois, on the 14th day of October, A.D. 2025, at 9:16 a.m.

PRESENT:

McJESSY, CHING & THOMPSON, LLC,
BY: MR. KEVIN P. McJESSY,
mcjessy@MCandT.com,
(3759 North Ravenswood, Suite 231,
Chicago, Illinois 60613,
(773) 880-1260),

appeared on behalf of the plaintiffs;

ALLOCCO MILLER & CAHILL, P.C.,
BY: MR. TODD A. MILLER,
tam@alloccomiller.com,
(20 North Wacker Drive, Suite 3517,
Chicago, Illinois 60606,
(312) 675-4325),

appeared on behalf of the defendant,
Dock & Door Install, Inc.;

AMUNDSEN DAVIS LLC,
BY: MR. MICHAEL F. HUGHES,
mhughes@amundsendavislaw.com,
(3815 East Main Street, Suite A-1,
St. Charles, Illinois 60174,
(630) 587-7925/(630) 217-1228 (direct),
appeared on behalf of the defendant,
Midwest Dock Solutions, Inc.

(The witness was duly sworn.)

NICOLAS JAMES KELLY,

called as a witness herein, having been first
duly sworn, was examined and testified as
follows:

EXAMINATION
BY MR. McJESSY:

Q. Sir, can you state your name for the record -- your full name, first, middle, and last -- and spell each one?

A. Nicolas, N-i-c-o-l-a-s, James,
J-a-m-e-s, Kelly, K-e-l-l-y.

Q. All right.

And do you sometimes go by

Nico?

A. Yes.

Q. All right.

Do you also go by Nick?

1 A. Not really. Nico pretty much a
2 hundred percent of the time.

3 Q. Okay.

4 And, sir, have you ever been
5 deposed before?

6 A. What?

7 Q. Have you ever been deposed before?

8 I'm sorry. I spoke too

9 quickly. Sorry.

10 A. I still didn't understand you. Wait.

11 Q. Oh, have you --

12 A. Was I deposed? No, I have not --

13 Q. Have you ever been deposed before?

14 A. No.

15 Q. Okay.

16 A couple of ground rules,
17 then, just so you understand the process and
18 hopefully make things go smoother.

19 You understand you're under
20 oath, correct?

21 A. Yes.

22 Q. Okay.

23 And you understand that even
24 though we're here in a conference room, which

1 going to be, that you let me finish asking my
2 question before you start answering.

3 Is that fair?

4 A. Yes.

5 Q. Okay.

6 And I will try to return the
7 courtesy and not talk over you and ask a
8 question while you're still answering.

9 Fair enough?

10 A. Yeah.

11 Q. Okay.

12 If I ask you a question and
13 you don't understand it, like the beginning of
14 the deposition here --

15 A. Yeah.

16 Q. -- will you ask me to explain it?

17 A. Okay.

18 Q. Is that fair?

19 A. Yes.

20 Q. Okay.

21 And with that rule in place,
22 is it fair that if you answer a question that
23 you -- that I can presume you believe you
24 understood my question?

1 is an informal setting, that oath has the same
2 force and effect as if you were testifying in
3 court, correct?

4 A. Yes.

5 Q. Okay.

6 And I'm going to ask you a
7 series of questions. You'll give me,
8 hopefully, the best most truthful answers that
9 you can. We have a court reporter here, who's
10 going to take down what everybody says. As we
11 go along, all of your responses to my questions
12 need to be verbal responses. Yeses and nos are
13 fine. But if you nod your head or shake your
14 head or say ah-huh or uh-uh, I will prompt you,
15 is that a yes, is that a no, just so the
16 record's clear.

17 Is that fair?

18 A. Okay. Yep.

19 Q. All right.

20 And another thing. Even
21 though the court reporter has two hands. She
22 can only take down what one of us is saying at
23 a time. So it's important when I'm asking a
24 question, even if you know what my question's

1 A. Yes.

2 Q. Okay.

3 Any reason today you cannot
4 give truthful answers to my questions?

5 For example, are you taking
6 any medications or suffering from any
7 conditions that would prevent you from either
8 understanding my questions or giving truthful
9 answers?

10 A. No.

11 Q. Okay.

12 You and I haven't spoken,
13 correct?

14 A. We have not, I believe, no.

15 Q. Okay.

16 Have you spoken with --
17 you're represented here by an attorney,
18 correct?

19 A. Yes.

20 Q. Okay.

21 That's Mr. Miller?

22 A. Yes.

23 Q. Okay.

24 I don't want to know what you

1 and Mr. Miller have talked about, but have you
2 had a chance to meet with Mr. Miller about your
3 deposition before today?

4 A. Yes.

5 Q. Okay.

6 And how long did you and him
7 speak?

8 A. Ten, fifteen minutes.

9 Q. Okay.

10 And have you spoken with
11 anybody else about your deposition?

12 A. I have not.

13 Q. Okay.

14 You haven't spoken with Mr.
15 Brutti or Mr. Zarlengo or Mr. Richert?

16 A. I have not.

17 Q. Okay.

18 Are they aware of your
19 deposition?

20 A. No. Tony Brutti is, told me about it,
21 yes.

22 Q. Okay.

23 So you spoke with him just
24 about --

1 A. Kind of just on a job site saying they
2 got the same letter we did or got served or
3 whatever, about coming to the first deposition.

4 Q. Okay.

5 And how were you aware of
6 that?

7 A. Just talking on the job site.

8 Q. Oh, talking with them?

9 A. Yeah, yeah.

10 Q. Okay.

11 Did you talk to them about
12 their depositions after they were deposed?

13 A. No.

14
15 (WHEREUPON, the document was
16 marked Plaintiff's
17 Exhibit 268 for identification,
18 as of 10/14/25.)
19

20 BY MR. McJESSY:

21 Q. I'm going to hand you what's marked as
22 Exhibit 268, ask you if that looks like the
23 subpoena you received in this matter.

24 A. Yes. Yes.

1 A. Yeah, just to tell me -- because
2 originally I had one scheduled a few months
3 ago, but it got canceled. And then he just
4 told me about this new one as well.

5 Q. Okay.

6 And are you aware that other
7 employees at Midwest Dock Solutions or
8 Dock & Door have been deposed?

9 A. Yes.

10 Q. All right.

11 Whose depositions are you
12 aware of?

13 A. Dave Green, I think. We don't have a
14 lot of union guys, I guess. Oh, Brandon.

15 Q. Brandon Bishop?

16 A. Yes, Branden Bishop. I think, that's
17 it.

18 Q. All right.

19 Did you speak with either of
20 them about their depositions?

21 A. I have not.

22 Q. Okay.

23 How are you aware that they
24 were deposed?

1 Q. All right.

2 And if you look at the last
3 page, it asks you to produce certain documents.

4 Do you see that?

5 A. Yes.

6 Q. All right.

7 So the first request asks you
8 to produce all emails and text messages between
9 you and either Dock & Door or anyone employed
10 there or Midwest Dock or anyone employed there.

11 Do you see that?

12 A. Yes.

13 Q. And I will represent to you that today
14 or last night we received a few text messages.

15
16 (WHEREUPON, the documents were
17 marked Plaintiff's
18 Exhibit 269 and 270 for
19 identification, as of 10/14/25.)
20

21 BY MR. McJESSY:

22 Q. I hand you what's been marked as
23 Exhibit 269.

24 I'm going to hand you what's

1 marked as Exhibit 270.

2 All right. I've handed you
3 what I've marked as Exhibit 269 and 270. Are
4 those text messages that you produced?

5 A. Yes.

6 Q. All right.

7 Are those all of the text
8 messages that you have between you and anybody
9 at either Dock & Door or Midwest Dock
10 Solutions?

11 A. Yes. On my phone, yes.

12 Q. Okay.

13 What do you mean, "on your
14 phone, yes"?

15 A. I just -- I've always kind of been
16 like that. I have my messages delete pretty
17 quickly, so that's it, whatever I got with
18 Brutti and Ira. That's literally -- I've
19 always kind of had like a weird like OCD thing.
20 I have zero -- I delete messages as soon as
21 I -- the week's over, essentially. So that's
22 kind of all I have.

23 Q. Okay.

24 A. That's why I sent it.

1 Q. All right.

2 So during -- when you
3 received the subpoena, you would have had a
4 week's worth of text messages, then, correct?

5 A. Yes.

6 Q. All right.

7 And you've deleted -- you've
8 just been deleting them as --

9 A. Well, my phone, there's a setting
10 where -- I should have probably turned it off,
11 but -- where they delete after 30 days or
12 whatever as well.

13 Q. Okay.

14 And then these aren't 30 days
15 old.

16 I take, it you text --

17 A. A couple weeks, yeah.

18 Q. Okay.

19 I take it, you text with Mr.
20 Brutti and Mr. Sugar pretty regularly?

21 A. Mainly, Brutti. These are, obviously,
22 a few with Ira, Mr. Sugar.

23 Q. Right.

24 A. I don't really respond to him as often

1 as Brutti.

2 Q. Okay.

3 A. But, yeah, the majority of the time,
4 it's Tony Brutti.

5 Q. Okay.

6 And you said you don't
7 respond to him as often as you do Brutti.

8 Do you receive texts from Mr.
9 Sugar fairly regularly?

10 A. I wouldn't say fairly regularly, but
11 there are random times I will get like
12 questions about stuff or -- just like asking a
13 question about a job site or something.

14 Q. Okay.

15 That's the kind of text
16 message he would send you?

17 A. Yeah.

18 Q. How often would you say Mr. Sugar
19 texts you?

20 A. Once a week, maybe.

21 Q. Okay.

22 A. A couple times a week, maybe.

23 Q. So this -- this is just one week that
24 you didn't delete from Mr. Sugar, correct?

1 A. Correct.

2 Q. And he texted you on this --

3 A. Or a couple of -- a couple of weeks'
4 worth or a week.

5 Q. Okay.

6 And he texted you on this, it
7 looks like, on the 17th --

8 A. Yeah.

9 Q. -- 18th, 24th, 26th?

10 A. 26th, yeah.

11 Q. Okay.

12 Is that fairly representative
13 of the kind of texts that you would have with
14 Mr. Sugar?

15 A. Yes.

16 Q. And the frequency of texts you would
17 have with Mr. Sugar?

18 A. Yeah.

19 Q. Okay.

20 And then these are texts that
21 you had with Mr. Brutti; is that correct?

22 A. Correct.

23 Q. Okay.

24 And are these fairly

1 representative of the frequency and kind of
2 texts that you would have with Mr. Brutti over
3 a week?

4 A. Yes.

5 Q. Okay.

6 Do you text with anybody else
7 at either Midwest Dock Solutions or
8 Dock & Door?

9 A. No.

10 Q. All right.

11 Do you text with any of your
12 coworkers, even on a social basis?

13 A. Oh, yeah. A couple.

14 Q. Okay.

15 And who, for example?

16 A. Collin Zarlengo. He is my -- we're
17 actually related. He's my cousin, so --

18 Q. Okay.

19 A. And then Dan Lietz. Just grew up with
20 him.

21 Q. Okay.

22 A. Since we were children.

23 Q. All right.

24 What's Dan Lietz's position?

1 and the like.

2 Do you see that?

3 A. Yep.

4 Q. Do you have any documents responsive
5 to that request?

6 A. I do. I do have more time sheets. I
7 can also send those.

8 Q. Okay.

9 A. I can take more pictures of those.

10 Q. Other than time sheets, do you have
11 any other documents?

12 A. No. For the most part, it's just I'll
13 send Tony Brutti time sheets.

14 Q. Okay.

15 And we'll look at some of
16 those today.

17 Item three is produce all
18 documents showing the hours you worked for
19 either Dock & Door or Midwest Dock.

20 Do you see that?

21 A. Yes.

22 Q. Do you have documents responsive to
23 that request?

24 A. Can you explain that?

1 A. I'm not entirely sure, to be honest
2 with you.

3 Q. All right.

4 And Collin Zarlengo is a
5 coworker?

6 A. Yes.

7 Q. Anybody else you would text with that
8 would be a coworker?

9 A. Nope.

10 Q. Okay.

11 Do you still have text
12 messages on your phone with them?

13 A. Yeah. Just social stuff.

14 Q. Okay.

15 I'm going to ask that you, at
16 least, not delete those --

17 A. Okay.

18 Q. -- for the time being. All right?

19 And I'll ask also that you produce those to
20 your attorney, Mr. Miller. Okay?

21 Then item number two on the
22 subpoena is all documents related to any work

23 you've performed for either Dock & Door or
24 Midwest Dock, including time sheets, job notes,

1 Q. Yes.

2 A. Would that be like more time sheets?

3 Q. It would be time sheets, anything that
4 would reflect the hours that you worked for
5 either of those companies.

6 A. Yes. Yeah. I have like my time
7 sheets for --

8 Q. Okay.

9 So the same thing that we --

10 A. Yeah, yeah. Same thing, yeah.

11 Q. All right.

12 A. It basically would represent the same
13 thing as that stuff.

14 Q. Do you keep like a journal of any sort
15 of hours that you work?

16 A. No, not necessarily, kind of just use
17 the notes -- my notes app to kind of remember
18 what I did throughout the week.

19 Q. Okay.

20 So you keep --

21 A. Start it over every week.

22 Q. -- you keep a notes app?

23 A. Yeah, just for the week. Like Monday,
24 if I'm working Monday, write what I did,

1 Tuesday what I did, send it off or write it on
2 the paper, send it to Tony, and then start all
3 over next week.

4 **Q. Okay.**

5 **And do you keep that notes**
6 **app, or do you start -- when you say start**
7 **it --**

8 A. I would just start it over, yeah,
9 every week. I don't like keep --

10 **Q. Okay.**

11 **And I know sometimes you know**
12 **what I'm going to ask.**

13 A. Yeah, yeah.

14 **Q. But let me finish asking my**
15 **question --**

16 A. Oh, okay.

17 **Q. -- just so she can take down the**
18 **question.**

19 **All right. So you don't keep**
20 **the old notes?**

21 A. No.

22 **Q. All right.**

23 **Item four is produce all**
24 **documents showing amounts you were paid by**

1 **Do you see that?**

2 A. Yes.

3 **Q. And do you have any documents**
4 **responsive to that request?**

5 A. I do not.

6 **Q. Okay.**

7 **And then six is produce any**
8 **photographs that you've taken of any job sites**
9 **you've worked on for either Dock & Door or**
10 **Midwest Dock.**

11 **Do you have any photographs**
12 **of job sites or taken of job sites?**

13 A. I would have to look.

14 **Q. Okay.**

15 A. I'm sure there is some in my phone,
16 but --

17 **Q. Okay.**

18 **If you have those, I would**
19 **ask you produce those to Mr. Miller as well.**

20 **Is that --**

21 A. Okay.

22 **Q. Okay.**

23 **Sir, what's the highest level**
24 **of education you've received?**

1 **either Dock & Door or Midwest Dock, such as pay**
2 **checks, pay stubs, IRS W-2 forms, IRS 1099**
3 **forms, and the like.**

4 **Do you have any documents**
5 **responsive to that request?**

6 A. Yeah.

7 **Q. What would you have?**

8 A. I would have pay stubs. I probably
9 have my W-2s somewhere laying around my house.

10 **Q. Okay.**

11 **Would they be just from**
12 **Dock & Door, or do you have the ones from**
13 **Midwest Dock, when you worked there as well?**

14 A. They would just be Dock & Door.

15 **Q. Okay.**

16 **It's been a while since**
17 **you've worked for Midwest Dock, correct?**

18 A. Yeah. It was when I just got out of
19 college and started there for a year.

20 **Q. Okay.**

21 **Produce any -- item five is**
22 **produce any resumé or job application you've**
23 **completed that includes any reference to either**
24 **Dock & Door or Midwest Dock.**

1 A. Bachelor's.

2 **Q. All right.**

3 **And when did you get that and**
4 **from where?**

5 A. 2017. University of Jamestown in
6 North Dakota.

7 **Q. And what was your field of major?**

8 A. Criminal justice.

9 **Q. Okay. All right.**

10 **And after you graduated, what**
11 **was the first job that you had?**

12 A. Midwest Dock I did.

13 **Q. All right.**

14 **Did you work while you were**
15 **in college?**

16 A. No.

17 **Q. All right.**

18 **Did you work while you were**
19 **in high school?**

20 A. No.

21 **Q. Okay.**

22 **Have you received any**
23 **training in the trades, like electrician,**
24 **carpenter, that kind of thing?**

1 A. Yes, carpenter. Union carpenter
2 school.

3 **Q. Okay.**

4 **You went to the apprentice**
5 **program?**

6 A. Yes.

7 **Q. When did you go to the apprentice**
8 **program?**

9 A. 2018 to 2023. I think, '23 because I
10 got -- there's a couple -- I got pushed back a
11 little bit.

12 **Q. What does that mean?**

13 A. If -- there was times where, maybe,
14 you couldn't attend class, and they'd just push
15 you back three months.

16 **Q. Oh, I see.**

17 A. So you have to wait three months, and
18 then it kind of pushes your apprenticeship
19 back.

20 **Q. Okay.**

21 A. So it extended it almost like five
22 years when it should have been four, I believe.

23 **Q. All right.**

24 **So you think it was from 2018**

1 **Q. Tell me about what training did you**
2 **receive for welding.**

3 A. MIG welding, TIG welding, stick
4 welding, torching. That's -- yeah, throughout
5 the week, that's basically what that week was.

6 **Q. All right.**

7 **What's --**

8 A. All of those different things.

9 **Q. What's MIG welding?**

10 A. It's like a -- basically, a machine,
11 electrical machine, and a wire feeds through,
12 and then with the -- it's grounded with the
13 wire.

14 **Q. Okay.**

15 **And TIG welding, what's that?**

16 A. I can't really -- it's kind of -- kind
17 of similar, I think. We didn't do much of
18 that. We learned about it, but those -- that
19 was probably the least familiar I'm with.

20 **Q. Okay.**

21 **And what's torching?**

22 A. Acetylene oxygen, spark it up, and you
23 can cut through steel.

24 **Q. Okay. All right.**

1 **to 2023?**

2 A. Yeah.

3 **Q. Did somebody have to sponsor you to**
4 **get into the apprentice program?**

5 A. Yes.

6 **Q. Who sponsored you?**

7 A. Dock & Door Install.

8 **Q. Okay.**

9 **Anybody in particular?**

10 A. Tony Brutti.

11 **Q. All right.**

12 **And have you completed the**
13 **apprentice program?**

14 A. Yes.

15 **Q. And other than the carpenters'**
16 **apprentice program, have you received any other**
17 **training in any other trades?**

18 A. I have not.

19 **Q. All right.**

20 **And among the training that**
21 **you received at the carpenters' apprentice**
22 **program, was welding one of the things that you**
23 **learned?**

24 A. Yes.

1 **And what -- what union are**
2 **you a member of?**

3 A. 272.

4 **Q. All right.**

5 **And when did you first join**
6 **that union?**

7 A. 2017 -- or 2018, when I got sponsored
8 in.

9 **Q. All right.**

10 **And who sponsored you?**

11 A. Dock & Door Install.

12 **Q. All right.**

13 **And are you still a member of**
14 **that union?**

15 A. Yes.

16 **Q. And you're still -- are you in good**
17 **standing?**

18 A. Yes.

19 **Q. Have you always been in good standing?**

20 A. Yes.

21 **Q. Have you ever been a member of any**
22 **other union?**

23 A. I have not.

24 **Q. Okay.**

1 Prior to going to work for
2 **Midwest Dock Solutions, did you work for**
3 **anybody else?**
4 A. No.
5 **Q. Okay.**
6 **That was the first job you**
7 **had?**
8 A. Yeah.
9 **Q. All right.**
10 **And how did you come to go to**
11 **work for Midwest Dock Solutions?**
12 A. I knew Tony, and my dad worked for
13 them.
14 **Q. Knew Tony?**
15 A. Zarlengo.
16 **Q. Okay.**
17 **And your father is James**
18 **Kelly?**
19 A. Yes.
20 **Q. Any other members of your family that**
21 **work there?**
22 A. My brother, Dylan.
23 **Q. Anybody else?**
24 A. No.

1 **Q. Okay. All right.**
2 **So you knew Tony Zarlengo,**
3 **and your dad worked there.**
4 **How did you come to get a job**
5 **there?**
6 A. Graduated college, and it was like
7 time to start making some money. My dad was
8 like let's see if we can get you started. My
9 dad has always been doing like garage doors,
10 residential garage doors and stuff, so I kind
11 of already had like an idea, would go on side
12 jobs with him when I was a younger kid.
13 **Q. Ah-huh.**
14 A. So it was like -- I shouldn't say easy
15 but like something I knew about, going right
16 out of -- getting a job right out of college.
17 **Q. Okay.**
18 A. To start making some money.
19 **Q. Okay.**
20 **And so your dad said he could**
21 **get you a job there?**
22 A. Yeah.
23 **Q. Okay.**
24 **And had your dad been working**

1 **there for a while?**
2 A. I think when I started, five, six
3 years, maybe. But he was with other
4 companies --
5 **Q. Okay.**
6 A. -- beforehand.
7 **Q. But he had been working for Midwest**
8 **Dock Solutions for four or five years, you**
9 **think, at that point?**
10 A. At that point, I would say, yeah. I
11 can't tell you an exact number, but I would say
12 around there.
13 **Q. Okay.**
14 **And what did your dad do for**
15 **Midwest Dock Solutions?**
16 A. Just an installer or -- yeah.
17 **Q. Installer of overhead doors?**
18 A. Yes.
19 **Q. Docks? Both?**
20 A. I would say -- I would say just mainly
21 doors for him.
22 **Q. Okay.**
23 **And how do you -- and how did**
24 **you know Tony Zarlengo?**

1 A. He is my dad's stepbrother.
2 **Q. Okay.**
3 **So did you know him growing**
4 **up?**
5 A. Yes. Tony, yeah.
6 **Q. Okay.**
7 **And who hired you?**
8 A. I would guess Tony Zarlengo for
9 Midwest Dock, yeah.
10 **Q. You said you would guess.**
11 **Is that because you sort of**
12 **just showed up and went to work there?**
13 A. Yeah, kind of. That's kind of how it
14 went.
15 **Q. Okay.**
16 **And when did you start at**
17 **Midwest Dock Solutions?**
18 A. 2017. Right around when I got back
19 from school.
20 **Q. And what did you do for Midwest Dock**
21 **Solutions?**
22 A. When I started, I was kind of just
23 like the run around -- run around guy and would
24 bring material to other guys, then, yeah, kind

1 of learned more tricks of the trade -- you
2 know, like installing a door and stuff like
3 that.

4 **Q. All right.**

5 **And you said you were**
6 **somewhat familiar with the work because your**
7 **father did that for many years, right?**

8 A. Yes.

9 **Q. And you said you went to job sites**
10 **with him, right?**

11 A. Yeah.

12 **Q. All right.**

13 **So you had some experience**
14 **with the nature of overhead door installation,**
15 **working alongside your father or, at least,**
16 **going to job sites with him, correct?**

17 A. Correct.

18 **Q. Okay.**

19 **So did you do overhead door**
20 **installation for Midwest Dock Solutions?**

21 A. Yes.

22 **Q. Okay.**

23 **And did you do any dock**
24 **leveler installation work for Midwest Dock**

1 **Q. Okay.**

2 **And who was your**
3 **supervisor -- or who was your boss at Midwest**
4 **Dock Solutions?**

5 A. Tony. Tony Zarlengo.

6 **Q. Okay.**

7 **Since there's Tony Brutti and**
8 **Tony Zarlengo, let's try to use last names if**
9 **we talk about Tony.**

10 A. Yeah.

11 **Q. Okay.**

12 **And who did you work with at**
13 **Midwest Dock Solutions?**

14 A. My dad was one of them. I didn't work
15 with my brother. He wasn't there yet. I'm
16 trying to think. I'm not sure. I'm trying to
17 think. A lot of those guys are not there
18 anymore when I -- when I started, so like I'm
19 trying to think. I can't think of their names.
20 I can picture their faces. I can't think of
21 their names. Guys like -- I think, Tom. Tom.
22 There was a Tom. There was a Sean. I'm trying
23 to think. John. Josh. Those type of guys.
24 Yeah.

1 **Solutions?**

2 A. I did not.

3 **Q. Okay.**

4 **And I take it, this is**
5 **commercial overhead door installation?**

6 A. Yes.

7 **Q. Okay.**

8 **Did you also do service work**
9 **for Midwest Dock Solutions?**

10 A. Yes.

11 **Q. All right.**

12 **And that was service work on**
13 **overhead doors?**

14 A. Yeah.

15 **Q. And openers?**

16 A. Openers, yeah -- or doors, openers,
17 just the basic stuff, like fixing -- like if a
18 roller fell out or something like that, change
19 a panel.

20 **Q. Okay.**

21 A. Yeah.

22 **Q. And would you do service work on dock**
23 **levelers?**

24 A. No, not -- no.

1 **Q. That's what you can think of right**
2 **now?**

3 A. Yeah.

4 **Q. All right.**

5 **And, now, how long were you**
6 **at Midwest Dock Solutions?**

7 A. A year before they -- I was like
8 approached to join the union.

9 **Q. Okay.**

10 **And how did that come about?**

11 A. I was just honestly asked, would you
12 like to join the union? And I sat with my
13 girlfriend at the time, and I thought about
14 pros and cons and decided to join.

15 **Q. All right.**

16 **And who approached you about**
17 **joining the union?**

18 A. Tony Brutti.

19 **Q. Okay.**

20 **And tell me what you mean by**
21 **that.**

22 A. Well, I was young. They were looking
23 for younger guys, I guess, at the time, to
24 start as an apprentice, and he just approached

me. He was like, do you want to join the union? And that's essentially how it went. And so I went home, kind of did my research, like what the money was going to look like in the future, like yada, yada, yada, and I told him yes one day.

Q. All right.

So he -- he approached you while you were working for Midwest Dock Solutions?

A. Yes.

Q. And said would you like to join the union?

A. Yes.

Q. Okay.

A. Or I got a call from him.

Q. Okay.

So he called you and said would you like to join the union?

A. Yes.

Q. All right.

This is back in like 2017, 2018?

A. Yes.

wasn't a fan of it, getting dirty, dirtier, dealing with -- you deal with more.

Q. It's harder work --

A. Yeah, yeah.

Q. -- correct?

A. Yeah.

Q. Okay.

A. Everything's dirty. Like new construction is clean. It's ready to go for you, you know.

Q. You don't have to do any prep or anything like that. You just show up and do the installations, correct?

A. Yes.

Q. Okay.

So the new installation is a lot easier than doing the service work and the retrofit work, correct?

A. Yes.

Q. Okay.

The work, I take it, is similar work?

A. Yeah, kind of. Kind of. I would say, yeah, similar, but they have their differences.

Q. Okay.

And did you understand that you would -- if you joined the union, you'd be being paid through Dock & Door?

A. Yes.

Q. Okay.

Did you have an understanding of what Dock & Door was at the time?

A. I just knew it was the union -- a union company, you know -- and it was a change.

Q. Okay.

Well, there were -- it was a union company, you said. You knew what it did, correct?

A. Yes.

Q. Okay.

And what was your understanding of the work that it did?

A. Just new install construction, and I'd honestly rather -- I did want to do that more.

Q. Okay.

Why is that?

A. Just a year of doing nonunion stuff and like service stuff, just getting -- I

Q. All right.

Well, when you're doing work on -- doing service work, you may not be replacing a whole door, correct? You may be fixing a door?

A. Yes. Yes.

Q. All right.

And when you're doing -- replacing a door in an existing structure, you have to take out the old one, correct?

A. Yes.

Q. You don't have to do that in new construction, correct?

A. No.

Q. Okay.

And then you may have to do other things to prep the space to put in the new door, correct?

A. For -- on the union side, no.

Q. No. I'm talking about --

A. Yeah, yeah, yeah. There's more fabrication.

Q. On the nonunion side?

A. Correct, yes. Puzzling things

1 together, making stuff work together correctly.
 2 **Q. Okay.**
 3 **That's on the nonunion**
 4 **side --**
 5 A. Yes.
 6 **Q. -- correct?**
 7 **Okay. But on the union side,**
 8 **it's all sort of set to go to install the new**
 9 **door, correct?**
 10 A. Yes.
 11 **Q. Okay.**
 12 **So that's easier work,**
 13 **correct?**
 14 A. Yes.
 15 **Q. And cleaner, as you've described it,**
 16 **correct?**
 17 A. Yes.
 18 **Q. All right.**
 19 **And you knew that the -- when**
 20 **Tony Brutti approached you about joining the**
 21 **union, you would be doing new door**
 22 **installation; is that correct?**
 23 A. Yes.
 24 **Q. How did you know that?**

1 A. I just knew at the time, like
 2 that's -- typically, that's what the union --
 3 or what those guys did, you know.
 4 **Q. Okay.**
 5 **And who are "those guys"?**
 6 A. Well, when I got approached, Dave
 7 Green was in, so I talked to him. Tony -- Tony
 8 Tattini. Tony T. Just those guys that were
 9 already in kind of.
 10 **Q. Okay.**
 11 **They were already doing the**
 12 **union work, correct?**
 13 A. Yeah.
 14 **Q. All right.**
 15 **And you would see them around**
 16 **the -- where you worked, correct?**
 17 A. Yeah.
 18 **Q. Okay.**
 19 **So you could talk to them**
 20 **about what they were doing, correct?**
 21 A. Yeah, right. I asked my dad for --
 22 like especially Tony T's number and gave him a
 23 call.
 24 **Q. All right.**

1 **Well, they were also at the**
 2 **shop where you worked, correct? From time to**
 3 **time?**
 4 A. Sometimes, yeah.
 5 **Q. Okay.**
 6 **And they drove Midwest Dock**
 7 **Solutions' trucks, correct?**
 8 A. I'm not sure if their trucks had
 9 logos, but they drove trucks, yeah.
 10 **Q. Okay.**
 11 **And that they were sometimes**
 12 **at the shop, correct?**
 13 A. Yes.
 14 **Q. Okay.**
 15 **So you could run into them**
 16 **there, correct?**
 17 A. Yeah. I could run into them, yeah,
 18 from time to time.
 19 **Q. All right.**
 20 **So after you decided that you**
 21 **wanted to do the -- the union work, the new**
 22 **door installation, you joined up with the**
 23 **union, correct?**
 24 A. Yes.

1 **Q. And then you went to work for**
 2 **Dock & Door, correct?**
 3 A. Yes. I was sponsored in, and the
 4 apprenticeship began.
 5 **Q. All right.**
 6 **You stopped working for**
 7 **Midwest Dock and went to work for Dock & Door,**
 8 **correct?**
 9 A. Yes. Yes.
 10 **Q. Or strike that.**
 11 **You stopped working for**
 12 **Midwest Dock Solutions and went to work for**
 13 **Dock & Door, correct?**
 14 A. Yes.
 15 **Q. Okay.**
 16 **Did you have to submit a**
 17 **resumé or job application or anything like**
 18 **that?**
 19 A. No.
 20 **Q. All right.**
 21 **It was simply Tony Brutti**
 22 **coming to you and saying, hey, do you want to**
 23 **work on the union side?**
 24 A. Yes.

1 **Q. You're still working for Dock & Door,**
 2 **correct?**
 3 A. Yes.
 4 **Q. And when you started working for**
 5 **Dock & Door, what did you do?**
 6 A. New installs. Overhead door installs.
 7 **Q. Okay.**
 8 **Installation of overhead**
 9 **doors?**
 10 A. Yes.
 11 **Q. Installation of door openers?**
 12 A. Yes.
 13 **Q. What else would you install?**
 14 A. Not right away, but eventually I did
 15 learn -- after, I learned how to do the dock
 16 levelers, so --
 17 **Q. Okay.**
 18 **When did you learn that?**
 19 A. Probably around year two, three being
 20 in the union.
 21 **Q. Okay.**
 22 **So that took a little while**
 23 **to learn?**
 24 A. Yeah.

1 **Q. All right.**
 2 **And how did you learn that?**
 3 A. Kind of with practice a little bit
 4 with -- my dad has a welder at our house -- or
 5 my old house.
 6 **Q. Okay.**
 7 A. So I kind of practiced, but practicing
 8 on the easy parts of stuff on a -- on a new
 9 install, like welding underneath the docks
 10 that's not visible stuff, where you've still
 11 got to shim like underneath the docks, just
 12 practicing on that. So if I was welding with
 13 like Dave Green, he'd do all of the main
 14 components, and I would just do -- weld the
 15 shims underneath, so practiced on that.
 16 **Q. All right.**
 17 **So sort of on-the-job**
 18 **training?**
 19 A. Yeah.
 20 **Q. All right.**
 21 **And Dave Green was sort of**
 22 **teaching you as well?**
 23 A. Yeah.
 24 **Q. All right.**

1 **And I take it, you also had**
 2 **the classes at the apprentice program?**
 3 A. Yes.
 4 **Q. All right.**
 5 **You have a credit card from**
 6 **Midwest Dock Solutions, correct?**
 7 A. Yes.
 8 **Q. Okay.**
 9 **And how long have you had**
 10 **that credit card?**
 11 A. About three, four years, maybe.
 12 **Q. Okay.**
 13 **Did you have it when you were**
 14 **being paid through Midwest Dock Solutions?**
 15 A. No.
 16 **Q. Okay.**
 17 **And how did you come to have**
 18 **the credit card?**
 19 A. One day I think it came about. I was
 20 on a -- I believe, a job, maybe, and we needed
 21 material or something, and none of us could get
 22 it like quickly because we weren't close enough
 23 to anywhere where somebody could bring
 24 something out to us, and I was told just --

1 they'd order me one, I guess.
 2 **Q. Okay.**
 3 **And so you were on a job**
 4 **site, and you were unable to get material that**
 5 **you needed --**
 6 A. Yes.
 7 **Q. -- because nobody had a credit card?**
 8 A. No.
 9 **Q. Okay.**
 10 **And what happened as a result**
 11 **of that?**
 12 A. We just --
 13 **Q. Like did you tell somebody, hey, I**
 14 **can't get materials when I'm out on the job**
 15 **site?**
 16 A. Yeah. We expressed it to Brutti.
 17 **Q. Okay.**
 18 **You told Tony Brutti that?**
 19 A. Yes.
 20 **Q. Okay.**
 21 **And was that you? You said**
 22 **"we," so I just want to be sure. Is it you or**
 23 **somebody else?**
 24 A. Yeah, yeah, yeah. Yeah, I did.

1 **Q. Okay.**

2 **And -- and then what**
3 **happened?**

4 A. We just went about our day, just like
5 kind of -- there's other things to do on the
6 job site, so we worked on something else.

7 **Q. Okay.**

8 A. And then we eventually ended up
9 getting the material, but I also got a card out
10 of it.

11 **Q. Okay.**

12 A. Also, for gas as well, like I don't
13 always go to the shop or whatever to get gas,
14 so like I could just leave from my house, so --

15 **Q. Okay.**

16 **And who gave you the credit**
17 **card?**

18 A. Nobody specifically. It was kind of
19 just go pick it up.

20 **Q. Okay.**

21 **And where did you go pick it**
22 **up?**

23 A. At the shop.

24 **Q. Okay.**

1 **Is that 27 East 36th Place in**
2 **Steger?**

3 A. I believe so, yes.

4 **Q. Okay.**

5 **When you say "the shop," is**
6 **that the place you're --**

7 A. Yeah, sorry.

8 **Q. Okay.**

9 A. I didn't know the address by heart,
10 until you say it out loud, you know.

11 **Q. Okay.**

12 **And who did you pick it up**
13 **from?**

14 A. Nobody specifically. Like I say, it
15 was just kind of laying -- laying by the back
16 door. And we looked a little bit by the back
17 door and grabbed it and left.

18 **Q. Okay.**

19 **I just want to have a better**
20 **understanding.**

21 **You were at a job site one**
22 **day, unable to get materials. You told Tony**
23 **Brutti that?**

24 A. Yes.

1 **Q. Then you just show up at Steger and**
2 **find a credit card sitting somewhere, and you**
3 **just take it?**

4 A. Well, I was told that they set it
5 there.

6 **Q. Okay.**

7 **Who told you that?**

8 A. Brutti.

9 **Q. Okay.**

10 A. Tony Brutti.

11 **Q. Tony Brutti told you that who put it**
12 **there?**

13 A. Oh, I guess he gave it to me, then,
14 yes. He left it there.

15 **Q. Okay.**

16 A. He left it by the back door.

17 **Q. And what did Tony Brutti say about the**
18 **credit card?**

19 A. He's like the card's by the back door.

20 **Q. Okay.**

21 **Did he tell you --**

22 A. That's how our interactions go.

23 **Q. Okay.**

24 **Did he tell you anything else**

1 **about it?**

2 A. No.

3 **Q. Okay.**

4 **Did you know what it was for?**

5 A. No.

6 **Q. Okay.**

7 A. I mean, I know what it -- I mean, like
8 I said, gas, or sometimes we're on the job and
9 the boom lift needs gas, go fill it up with a
10 tank real quick.

11 **Q. Okay.**

12 A. Stuff like that.

13 **Q. Did you ever have a conversation with**
14 **Tony Brutti that he said something to the**
15 **effect of, hey, here's a credit card. This is**
16 **what you can use it for. You know, you said**
17 **you didn't have material on a job site. Now,**
18 **if you need job material, you can use this**
19 **credit card?**

20 **I'm trying to understand what**
21 **was the communication you had with who about**
22 **the credit card.**

23 A. Not really.

24 **Q. Oh, you didn't have really any --**

1 A. There was no like use it on this or
2 that, like -- I mean, we're all adults. I know
3 there's some people that -- I'm not going to
4 swipe a company credit card for fun, you know.

5 **Q. Okay. All right.**

6 **So was there any conversation**
7 **with Mr. Brutti about the credit card other**
8 **than here's where it's at?**

9 A. No.

10 **Q. You can pick it up at the shop?**

11 A. Nope.

12 **Q. Okay.**

13 **So there was this instance**
14 **where you couldn't get material on a job site.**
15 **And then after that, at some point, Mr. Brutti**
16 **told you there was a credit card that you could**
17 **pick up at the shop.**

18 **Is that pretty much it?**

19 A. Correct.

20 **Q. Okay.**

21 **Do you know how much time it**
22 **was between the time you had the -- the job**
23 **site experience where you couldn't get the**
24 **materials and Mr. Brutti provided you with a**

1 A. That's usually how the interactions
2 go, yes.

3 **Q. All right.**

4 **And the credit card is a**
5 **Midwest Dock Solutions' credit card, correct?**

6 A. Yes.

7 **Q. Okay.**

8 **And what kind of things do**
9 **you use the credit card for?**

10 A. Mainly, gas. Like I said, a lot of
11 times I'll just leave from my house. It's just
12 easier. If we do need random things like --
13 I'm trying to think. It's really -- honestly,
14 it's mainly gas, I would say.

15 **Q. Okay.**

16 A. I can't think of anything, really.
17 Well, I guess, one -- I mean, a ladder. There
18 was one time we needed a ladder. One of our --
19 we were on a Morgan/Harbour job, and they
20 deemed our ladder bad or whatever, so ran to
21 Home Depot and got a new one.

22 **Q. Okay.**

23 **There was something about the**
24 **ladder that didn't meet job site safety**

1 **credit card?**

2 A. I do not.

3 **Q. Okay.**

4 **Do you think it was like six**
5 **months, or do you think it was less than that?**

6 A. Maybe around six months.

7 **Q. Okay.**

8 **It could have been that long?**

9 A. Yeah.

10 **Q. Okay.**

11 **And it was Mr. Brutti who**
12 **told you you could pick up the card, correct?**

13 A. Correct.

14 **Q. Okay.**

15 **And it was Mr. Brutti who**
16 **told you you could pick up the card at the**
17 **shop, correct?**

18 A. Correct.

19 **Q. Okay.**

20 **And then you went to the**
21 **shop, and there it was?**

22 A. Yep.

23 **Q. Okay.**

24 **And --**

1 **requirements?**

2 A. Yes.

3 **Q. Is that what you mean when you say it**
4 **was bad?**

5 A. Yes.

6 **Q. Okay. All right.**

7 **You only use it for gas and**
8 **work-related items, I take it?**

9 A. Yes.

10 **Q. Okay.**

11 **And what happens with the**
12 **receipts for the credit card? Do you have to**
13 **report your usage to anybody? Strike that.**

14 **Do you have to report any of**
15 **your usage of the credit card to anybody?**

16 A. We just send a receipt to Sherri.

17 **Q. Okay.**

18 A. I do not know her last name. Sorry.
19 But the accountant on this or our in-house
20 accountant or something. I don't know.

21 **Q. Sherri Webber?**

22 A. Yeah. There you go. I don't know her
23 last name. I just know Sherri.

24 **Q. All right.**

1 And how do you send her the
2 receipt?

3 A. I just take a picture.

4 Q. Okay.

5 A. Send her a text message.

6 Q. All right.

7 And do you have any of those
8 text messages on your phone?

9 A. I might.

10 Q. Okay.

11 If you do, would you provide
12 those to Mr. Miller?

13 A. Yeah.

14 Q. And other than sending Sherri the
15 receipts, do you have any other -- do you have
16 to do anything else when you make a purchase on
17 the credit card?

18 A. Nope.

19 Q. Okay.

20 Do you know who pays the
21 credit card bill?

22 A. I do not.

23 Q. Do you get any of the credit card
24 statements?

1 Midwest Dock Solutions' shop, correct?

2 A. Yes.

3 Q. Do you know of other persons who have
4 credit cards from Midwest Dock Solutions?

5 A. I do not.

6 Q. Okay.

7 Do you know whether any of
8 the other people you work with have credit
9 cards from Midwest Dock Solutions?

10 A. I do not.

11 Q. And I think you answered this, but I
12 just want to be clear.

13 Have you ever used the credit
14 card to make personal purchases?

15 A. I have not.

16 Q. Have you -- have you ever stayed
17 overnight on any jobs that you've worked on for
18 Dock & Door?

19 A. I have.

20 Q. Would you use the credit card to pay
21 for hotel rooms?

22 A. Oh, yeah. Well, sometimes, or Tony
23 Brutti will book them for us --

24 Q. Okay.

1 A. I do not.

2 Q. Is your name physically on the credit
3 card?

4 A. Yes.

5 Q. And if you were on a job site and
6 needed concrete anchors or something or drill
7 bits, concrete drill bits, things like that,
8 would you use the credit card to purchase those
9 kind of items?

10 A. No.

11 Q. Okay.

12 Where would you get those
13 kind of items?

14 A. Tony Brutti.

15 Q. Okay.

16 He'd bring them to the job
17 site?

18 A. Yes. Yeah.

19 Q. All right.

20 Would you pick those kind of
21 things up sometimes at the shop?

22 A. Yes.

23 Q. Okay.

24 And that's the -- again, the

1 A. -- beforehand.

2 Q. All right.

3 A. If it's like a preplanned out thing.

4 Q. Okay.

5 And then you said sometimes.
6 I just want to be -- you said sometimes or --

7 A. Well, yeah, sometimes he'll book it,
8 or if we're working late, I've kind of got it
9 in my head just like I'm going to stay and use
10 the company card.

11 Q. Okay.

12 A. I'll get a one-night room.

13 Q. Okay.

14 So that's another thing you
15 might use it for?

16 A. Yes.

17

18 (WHEREUPON, the document was
19 marked Plaintiff's
20 Exhibit 271 for identification,
21 as of 10/14/25.)

22

23 BY MR. McJESSY:

24 Q. All right.

1 I'm going to hand you what
2 I've marked as Exhibit 271, and this is a
3 partial production of time sheets that were
4 produced to us by Dock & Door. And if you can
5 look through these, these look to be time
6 sheets that you've prepared for Dock & Door?

7 A. Yes.

8 Q. All right.

9 And they're sort of in
10 reverse date order. But if you look at the
11 second page in on this, there's two
12 descriptions of work, one says drive-in, and
13 the other one says stacked -- actually,
14 three -- and then the one on the bottom says
15 rolled.

16 Do you see those?

17 A. Yes.

18 Q. Can you tell me what that work is?

19 A. So drive-in is also -- it's an
20 overhead door. It's the big -- the bigger
21 doors, the kind of the big -- say a big -- say
22 a big Amazon building, the big 14-foot doors
23 that you could drive in, physically into.

24 Q. Okay.

1 Do you see that?

2 A. Yes.

3 Q. ARCO R. R. Donnelley?

4 And it says two coiling
5 doors. What kind of work is that?

6 A. Essentially, also an overhead door,
7 but it's steel and it just rolls up.

8 Q. Okay.

9 A. It doesn't go vertically all the way
10 up to the ceiling. It just would roll up
11 within itself.

12 Q. Okay.

13 So that's installation work
14 that you did?

15 A. Yes.

16 Q. All right.

17 And then if you turn to the
18 next page, there's two days that are just
19 labeled service work that don't have a
20 location.

21 Do you see that?

22 A. Yeah.

23 Q. What is service work?

24 A. For -- for us, essentially, when I

1 A. Those would just be labeled as a
2 drive-in door.

3 Q. Okay.

4 A. Stacked is the dock doors.

5 Q. All right.

6 A. So we just -- you work a day of
7 stacking those. And then the following day, we
8 just rolled, like where you make them operable.
9 You roll them.

10 Q. Oh, I see. Okay.

11 And so a drive-in door is
12 different than a dock door?

13 A. Yes.

14 Q. Okay.

15 A drive-in door is more --
16 somewhat at ground level where you actually
17 do --

18 A. Yes, ground level or ground level to
19 the inside of the building with a ramp door or
20 a ramp up to it, and then the dock door is on a
21 dock leveler.

22 Q. Okay.

23 And if you turn in two more
24 pages, there's an entry for R. R. Donnelley.

1 write that, it's like -- so a lot of jobs we
2 have like other crews, or even if I'm out
3 there, cleaning up the job site, like all of
4 the material everywhere, or the same thing,
5 like the brand new installs, there is work
6 where we do a whole building. And then by the
7 time we finish it, somebody already hit a door
8 or something, so you're fixing like a roller, a
9 panel, a dented panel.

10 Q. Is there a reason why it wouldn't have
11 the job location description there?

12 A. I'm not sure.

13 Q. Okay.

14 You can turn to the next
15 page, and it says cutting out grinding docks.

16 Do you see that?

17 A. Yes.

18 Q. What does "cutting out" mean?

19 A. Just -- it's an angle grinder, just
20 cutting -- cutting welds and -- yeah, cutting
21 welds.

22 Q. To remove something?

23 A. I would assume, yes.

24 Q. Okay.

1 **It would be taking out like**
2 **an old dock?**

3 A. Yeah.

4 **Q. Okay.**

5 **And what's grinding docks?**

6 A. So when you cut out -- when you cut
7 them out, the old weld would be like sticking
8 up like a quarter inch or whatever, so you
9 grind them down.

10 **Q. Okay.**

11 A. To get it flush with the steel.

12 **Q. Got it.**

13 **And if you turn to the next**
14 **page, it says dock maintenance.**

15 **Do you see that?**

16 A. Yes.

17 **Q. What is dock maintenance?**

18 A. Just spraying lube, essentially, on
19 the springs underneath and the hinges.

20 **Q. Okay.**

21 A. Just making sure they operate
22 correctly.

23 **Q. Okay.**

24 **Is that also service work, or**

1 A. Yes.

2 **Q. What's punch list?**

3 A. It's also, typically, when we finish a
4 job. You know, the contractor -- like I say,
5 Morgan or Krusinski -- sends or gives us a
6 punch list when we shut the job, like this door
7 needs to be adjusted or there's a missing screw
8 in this hinge on that door, stuff like that.

9 **Q. All right.**

10 **So the stuff at the end of**
11 **the job that needs to be fixed?**

12 A. Yeah, tidied up or --

13 **Q. And if you turn to the next page, this**
14 **is all -- a whole week of service work,**
15 **correct?**

16 A. Yeah.

17 **Q. And there's --**

18 A. That's what it says.

19 **Q. -- no location specified, correct?**

20 A. Yeah.

21 **Q. Looking at this, could you tell what**
22 **the work is that you did and where you did it?**

23 A. No.

24 **Q. All right.**

1 **is service work different?**

2 A. I would say it's -- it's the same, I
3 would say, because it's a new -- the docks we
4 install, like I said, they -- they do need to
5 get sprayed sometime, adjusted with spring
6 tension and take a wrench and adjust them all.

7 **Q. All right.**

8 **Turn to the next page. It**
9 **says track guards.**

10 **Do you see that on the**
11 **bottom?**

12 A. Yes.

13 **Q. What are track guards?**

14 A. They're pieces of steel, essentially,
15 that just protect the track of a dock door.

16 **Q. Okay.**

17 **And you install those?**

18 A. Yes.

19 **Q. All right.**

20 **And if you turn to the next**
21 **list, the next page, it says punch list, the**
22 **two items there on the bottom, and it has**
23 **specific locations.**

24 **Do you see that?**

1 A. That's two years ago. Sorry.

2 **Q. Is there a -- if you turn to the next**
3 **page, this is -- now, this looks -- you'll see**
4 **the page before this one. It's a photograph of**
5 **your time sheet, correct?**

6 A. Yeah.

7 **Q. And then if you look at this, the next**
8 **page, it's the actual time sheet itself.**

9 A. Yeah.

10 **Q. Do you see that?**

11 A. Yep.

12 **Q. Do you sometimes hand in your physical**
13 **time sheets?**

14 A. Sometimes.

15 **Q. And how would you do that if you**
16 **physically hand it in?**

17 A. If I went to the shop, kicked ass or
18 something, and turned it in and left it. We
19 have like a little area that we put all of the
20 time sheets in.

21 **Q. Okay.**

22 **And where is that area?**

23 A. I would say just outside like the
24 so-called like break room over there, maybe.

1 **Q. Okay. All right.**

2 **And is it like a basket or**
3 **something or --**

4 A. Yeah.

5 **Q. Okay.**

6 **And if you look at this one,**
7 **look at this time sheet still, do you see how**
8 **the first entry has like Joliet MHC --**

9 A. Yes.

10 **Q. -- Brandon Road, and then the next**
11 **entry has Northbrook, I can't see what -- can**
12 **you read the next word after Northbrook?**

13 A. Austin.

14 **Q. Austin?**

15 A. Austin, yeah.

16 **Q. For the first one, Joliet MHC, what**
17 **does that mean?**

18 A. Just Joliet and Morgan/Harbour
19 Construction.

20 **Q. So that's who you're doing the work**
21 **for, correct?**

22 A. Yeah.

23 **Q. Okay.**

24 **And who is the next one?**

1 **handwriting where it says Prologis?**

2 A. Yeah.

3 **Q. Okay.**

4 **Where it's got the numbers**
5 **written on here and the date at the top or it's**
6 **got the numbers that are like circled, the**
7 **eight, the thirty-two, is that your**
8 **handwriting?**

9 A. Those are always me. I always do that
10 to my time sheets.

11 **Q. Okay.**

12 **How about the date at the**
13 **top?**

14 A. The dates at the top are not.

15 **Q. Okay.**

16 **And then the entry at the**
17 **bottom that says Bristol/Peak, P-e-a-k, do you**
18 **see that?**

19 A. Yep.

20 **Q. What's that?**

21 A. That's -- Bristol is Wisconsin, and
22 the Peak is Peak Construction.

23 **Q. Okay.**

24 **And why is it that you write**

1 A. Austin Construction. I'm not sure,
2 but they are --

3 **Q. One of the companies you work with?**

4 A. Yeah.

5 **Q. For.**

6 **And then the next entry is**
7 **Bensenville Krusinski Prologis, correct?**

8 A. Yeah.

9 **Q. And that's work that you did for**
10 **Krusinski Construction?**

11 A. Correct.

12 **Q. In Bensenville?**

13 A. Yes.

14 **Q. And is Prologis the job site?**

15 A. I guess. I know I see the Prologis --
16 I think that's just what --

17 **Q. Is that your handwriting where it says**
18 **Prologis, or is that somebody else's?**

19 A. That's mine, but I don't --
20 essentially, I don't really know what Prologis
21 is. I see it all over buildings, though. Like
22 Prologis is all over the place.

23 **Q. All right.**

24 **And you're sure that's your**

1 **down the -- the project that you're working on**
2 **here for each of these entries?**

3 A. Sometimes -- in 2023, they were real
4 specific on our job locations and all of that.

5 **Q. What's that mean?**

6 A. Like exactly where we were or -- I
7 shouldn't say -- where we were or the -- who we
8 were working for.

9 **Q. Okay.**

10 A. And then --

11 **Q. They wanted you to be specific about**
12 **who you were working for and where you were**
13 **working?**

14 A. Yeah. I mean, we're supposed to
15 always be, but guys technically always aren't.

16 **Q. Okay.**

17 A. Just kind of write --

18 **Q. Do you know why you were supposed to**
19 **be specific about who you were working for and**
20 **where you were working?**

21 A. I do not.

22 **Q. Okay.**

23 **And who told you, though,**
24 **that you should be specific about who you were**

1 working for and where you were working?
 2 A. Tony Brutti.
 3 Q. Okay.
 4 And was -- was that always
 5 the case when you were preparing time sheets,
 6 that you were supposed to be specific about
 7 where you were working and who you were working
 8 for?
 9 A. Yeah. It was always the case. I
 10 wouldn't say everyone follows --
 11 Q. I understand.
 12 A. -- like they should.
 13 Q. I understand.
 14 But that was what you were
 15 supposed to be doing, correct?
 16 A. Correct.
 17 Q. All right.
 18 And that was true the entire
 19 time that you worked for Dock & Door?
 20 A. Yes.
 21 Q. Okay.
 22 And then if you could turn to
 23 the entries for September 29 to October 5,
 24 2022 -- are you there?

1 A. I don't know which one it is. Did I
 2 go too far?
 3 Q. No. 2022. Keep going.
 4 A. Here we go.
 5 Q. There you go.
 6 All right. And do you see
 7 where it says at the top unload dock under the
 8 Bensenville Krusinski 9/29 entry?
 9 A. Oh, I'm sorry. Am I wrong still?
 10 Q. 9/29.
 11 A. Oh, here we go. There we go. I was
 12 on 10.
 13 Q. Got it.
 14 A. Yes.
 15 Q. Okay.
 16 What does "unload dock" mean?
 17 A. Unloading the dock levelers --
 18 Q. Okay.
 19 A. -- for a job site. A flatbed would
 20 come, essentially, and you have to unload
 21 them --
 22 Q. All right.
 23 A. -- off the truck and throw them in the
 24 dock pits.

1 Q. All right.
 2 And then further down in
 3 there, it says -- you'll see there's an entry
 4 for 10/3, and it says, docks cut off, back
 5 angles of docks, and put in pits.
 6 Do you see that?
 7 A. Okay. Yes.
 8 Q. Is that all of your handwriting in
 9 that entry?
 10 A. Yes.
 11 Q. And what does it mean, to cut off back
 12 angles of docks?
 13 A. I assume it's 2022, or whatever
 14 specific job this was. So some docks come with
 15 a -- like a two-inch back angle, essentially.
 16 And I'm assuming that's what came in there.
 17 And the pits were too -- were shorter, so
 18 you've got to cut that two-inch angle off, and
 19 then they ended up -- they fit.
 20 Q. Got it.
 21 And then if you turn to the
 22 next page, you'll see this is actually -- it's
 23 not one of the time sheet forms.
 24 A. No.

1 Q. This is just a -- it looks like a page
 2 that you handwrote, correct?
 3 A. Yes.
 4 Q. All right.
 5 And is all of the
 6 handwriting on there yours?
 7 A. No. This is probably one I -- I would
 8 assume I wrote on a piece of paper or something
 9 and sent to Tony.
 10 Q. Okay.
 11 And what -- what handwriting
 12 on here is -- I'm sorry. I missed it if you
 13 answered it.
 14 Is all of the handwriting on
 15 here yours?
 16 A. Just the jobs, not the hours or --
 17 Q. Okay.
 18 So the eights that are
 19 written there --
 20 A. Yeah.
 21 Q. -- that's not your handwriting?
 22 A. No.
 23 Q. And the name at the top with the date,
 24 is that your handwriting?

1 A. No.
 2 **Q. All right.**
 3 **But the dates and the**
 4 **specific jobs and locations --**
 5 A. Yeah.
 6 **Q. -- that's your handwriting?**
 7 A. Yes.
 8 **Q. And, again, you'll note that this**
 9 **isn't like a photograph of this page. It's**
 10 **a -- it's the actual page itself.**
 11 **So is this the kind of thing**
 12 **you dropped off at the -- at the --**
 13 A. These?
 14 **Q. Yeah, at the shop?**
 15 A. Yes.
 16
 17 (WHEREUPON, the document marked
 18 Plaintiff's Exhibit 269 for
 19 identification was tendered to
 20 the deponent.)
 21
 22 BY MR. McJESSY:
 23 **Q. And if you could take a look at**
 24 **Exhibit 269 -- that's the text message string**

1 **in front of you there.**
 2 A. Ah-huh.
 3 **Q. And this is -- I take it, the photo on**
 4 **the first page is an example of you forwarding**
 5 **your time sheet to Tony Brutti?**
 6 A. Correct.
 7 **Q. All right.**
 8 **And then if you turn to the**
 9 **second page, there's a text message there that**
 10 **looks like it has locations and dates --**
 11 A. Yes.
 12 **Q. -- is that correct?**
 13 A. That would be another example of --
 14 say I run out of time sheets, I haven't made
 15 copies or something, and I'll do it that way.
 16 **Q. Okay.**
 17 **Now, there's no hours for**
 18 **each -- or is that -- is it the ten, the eight?**
 19 A. That's the ten, eight, yeah.
 20 **Q. Okay.**
 21 **Those are the hours you**
 22 **worked?**
 23 A. Yes.
 24 **Q. Okay.**

1 **And what are bollards where**
 2 **it says Kenosha bollards?**
 3 A. Basically, a track that's a cylinder,
 4 and you just put it in front of like a beam
 5 or -- a steel beam is all. The same thing.
 6 It's a track guard, essentially.
 7 **Q. All right.**
 8 **And do you bolt those into**
 9 **the ground?**
 10 A. Yes.
 11 **Q. Or into the concrete floor?**
 12 A. Yes.
 13
 14 (WHEREUPON, the document marked
 15 Plaintiff's Exhibit 270 for
 16 identification was tendered to
 17 the deponent.)
 18
 19 BY MR. McJESSY:
 20 **Q. All right.**
 21 **And if we could turn to**
 22 **Exhibit 270, and -- oh, I see.**
 23 **It looks like the second page**
 24 **should actually be the first page, but we'll**

1 **keep them in the order -- like the text message**
 2 **at the top of the second page is September 17,**
 3 **correct?**
 4 A. Yep.
 5 **Q. And that's the first text message in**
 6 **these -- in this string, right?**
 7 A. Yes.
 8 **Q. All right.**
 9 **And is Ira writing please**
 10 **install the three dock lights as well?**
 11 A. Yes.
 12 **Q. All right.**
 13 **And do you know what he's**
 14 **referring to?**
 15 A. Yes.
 16 **Q. What's he referring to?**
 17 A. Dock lights are mounted on the wall
 18 next to the dock door and -- so like if a fork
 19 lift is unloading a truck, it swivels over, and
 20 there's a light so they can see into the
 21 trailer.
 22 **Q. I see.**
 23 **And it says -- this is**
 24 **saying, please install three dock lights as**

1 well. I take it, there's something -- there
2 was text before this that would tell you, as
3 well as what, correct?

4 A. Probably.

5 Q. Okay.

6 Do you know -- this job was
7 like -- I don't know, a little less than a
8 month ago, correct?

9 A. Yeah. Wisconsin? Yeah.

10 Q. Do you know what he's referring to
11 here?

12 A. Yeah. We were doing those bollards.

13 Q. Okay.

14 And dock lights, correct?

15 A. Yes.

16 Q. And something else, too?

17 A. We did do coil doors out there as
18 well.

19 Q. Okay.

20 A. But that was probably a few months
21 prior.

22 Q. Okay.

23 Do you know what -- what job
24 he's referring to? You said Wisconsin.

1 A. I couldn't tell you the name.

2 Q. Okay.

3 Do you know --

4 A. I know the job, yes.

5 Q. You do know the job?

6 A. Yes.

7 Q. Okay.

8 Do you know who you were
9 doing it for?

10 A. It was Morgan/Harbour.

11 Q. Okay.

12 And then you write, okay,
13 I'll have to look for them. We're not going to
14 be able to finish all of this today, correct?

15 A. Yes.

16 Q. All right.

17 And Ira says, don't kill
18 yourself today. You're going back tomorrow.
19 But we need to be done tomorrow, correct?

20 A. Correct.

21 Q. Okay.

22 Do you know, was this a job
23 that Ira Sugar had sold?

24 A. I'm not sure.

1 Q. Okay.

2 When Ira Sugar sells a job,
3 will he sometimes coordinate with you when a
4 job needs to be done?

5 A. No.

6 Q. Okay.

7 But he's telling you --

8 A. Or yes. But, yeah, not often. I
9 mean, yeah, some jobs do have a quick time
10 limit, like if -- like those bollards, we
11 didn't have a lot, so I'm guessing that's why
12 he said that --

13 Q. Okay.

14 A. -- that I would be done in a couple
15 days.

16 Q. Okay.

17 But it was the kind of thing
18 he might tell you to do?

19 A. Yes.

20 Q. Okay.

21 He'll keep you advised like
22 when something's --

23 A. A deadline, yeah.

24 Q. Okay. That's what I'm getting at.

1 So that's the kind of thing
2 Ira will let you know, is what the deadline is
3 to have the job done, correct?

4 A. Yes.

5 Q. All right.

6 And he's also asking you what
7 kind of anchors you need for the skinny
8 bollards, correct?

9 A. Correct.

10 Q. Can you, just for the record, read the
11 next text entry there below the thumbs up?

12 A. Out loud?

13 Q. Yeah.

14 A. For tomorrow, I am putting some door
15 drawings on the lunch table. Please discuss
16 with the GC and carpenter about blocking for
17 our doors, and I need to put something on the
18 ceiling as well. They're installing blocking
19 behind an insulated metal panel and ceiling.

20 Q. All right.

21 What is Ira telling you
22 there?

23 A. So we were going to install an
24 overhead door, but they're -- they're turning

1 it into a freezer building, so they were
2 putting blocking up behind a freezer wall that
3 we could eventually drill into and mount that
4 to a secure structure behind that wall.

5 **Q. I see.**

6 **And he's asking you to**
7 **discuss this with the GC.**

8 **That's general contractor,**
9 **right?**

10 A. Yes.

11 **Q. And carpenter, correct?**

12 A. Yes.

13 **Q. And is that the carpenters doing the**
14 **work on the job site?**

15 A. Yes.

16 **Q. Okay.**

17 **And is this the kind of**
18 **coordination that Ira would typically do with**
19 **you for a job site where work needs to be done?**

20 A. Yes.

21 **Q. Do you have an email address that's**
22 **@midwestdocksolutions.com?**

23 A. No.

24 **Q. Sir, what's your current address? Is**

1 that we have asked for, the photographs, the
2 text messages that -- that I had asked him to
3 produce to you, Mr. Miller, during the course
4 of the deposition. But other than that, I'm
5 done.

6 MR. MILLER: Great.

7 I have no questions for him.

8 Mike, do you have questions for him?

9 MR. McJESSY: I may have some
10 follow-up if Mr. Hughes asks questions.

11 MR. HUGHES: Yeah. I don't have any
12 questions.

13 MR. McJESSY: All right.

14 Then we're done subject to
15 the reservation.

16 MR. MILLER: We'll waive signature,
17 too. And off the record.

18
19 (There was a discussion off
20 the record.)

21
22 FURTHER DEPONENT SAITH NOT.
23
24

1 **it the address that's on the subpoena, 258**
2 **South Mayfair?**

3 A. Yes.

4 **Q. Okay.**

5 **And what's the last four**
6 **digits of your social security number?**

7 A. 0684. I had to think about it.

8 **Q. And your date of birth?**

9 A. 8/1/93.

10 **Q. And a phone number where you can be**
11 **reached?**

12 A. (708) 310-2020.

13 **Q. And is that your cell phone?**

14 A. Yes.

15 **Q. Who's your carrier?**

16 A. T-Mobile.

17 **Q. And have you had that number long?**

18 A. Since high school.

19 MR. McJESSY: Okay.

20 I don't have any other
21 questions.

22 I'm going to, just for the
23 record, reserve the right to recall the witness
24 based on the production of emails and documents

1 STATE OF ILLINOIS)

2) SS:

3 COUNTY OF C O O K)
4

5 I, DIANE M. NULICK, a Notary Public
6 within and for the County of Cook, State of
7 Illinois, and a Certified Shorthand Reporter of
8 said state, do hereby certify:

9 That previous to the commencement of the
10 examination of the witness, the witness was
11 duly sworn to testify the whole truth
12 concerning the matters herein;

13 That the foregoing deposition transcript
14 was reported stenographically by me, was
15 thereafter reduced to typewriting under my
16 personal direction and constitutes a true
17 record of the testimony given and the
18 proceedings had;

19 That the said deposition was taken
20 before me at the time and place specified;

21 That the said deposition was adjourned
22 as stated herein;

23 That I am not a relative or employee or
24 attorney or counsel, nor a relative or employee

1 of such attorney or counsel for any of the
2 parties hereto, nor interested directly or
3 indirectly in the outcome of this action.

4 IN WITNESS WHEREOF, I do hereunto set
5 my hand and affix my seal of office at Chicago,
6 Illinois, this 17th day of October, 2025.



11
12 Clara M. Puhach
13 Notary Public, Cook County, Illinois.

14 C.S.R. Certificate No. 084-002029.
15
16
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1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 71

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

MID-AMERICA CARPENTERS)
REGIONAL COUNCIL PENSION)
FUND, et al.,)
)
Plaintiffs,) No. 1:24-cv-02428
)
vs.) Judge Andrea R. Wood
)
DOCK & DOOR INSTALL,) Magistrate Judge
INC., an Illinois) Jeannice W. Appenteng
corporation and MIDWEST)
DOCK SOLUTIONS, INC., an)
Illinois corporation,)
)
Defendants.)

The deposition of BRANDEN PATRICK BISHOP, called by the Defendant for examination, taken pursuant to the Federal Rules of Civil Procedure of the United States District Courts pertaining to the taking of depositions, taken before DIANE M. NULICK, a Notary Public within and for the County of Cook, State of Illinois, and a Certified Shorthand Reporter of said State, at Suite 231, 3759 North Ravenswood, Chicago, Illinois, on the 16th day of June, A.D. 2025, at 9:04 a.m.

PRESENT:

McJESSY, CHING & THOMPSON, LLC,
BY: MR. KEVIN P. McJESSY,
mcjessy@MCandT.com,
(3759 North Ravenswood, Suite 231,
Chicago, Illinois 60613,
(773) 880-1260),

appeared on behalf of the plaintiffs;

ALLOCCO MILLER & CAHILL, P.C.,
BY: MS. KATHLEEN M. CAHILL,
kcahill@alloccomiller.com,
(20 North Wacker Drive, Suite 3517,
Chicago, Illinois 60606,
(312) 675-4325),

appeared on behalf of the defendant,
Dock & Door Install, Inc.;

AMUNDSEN DAVIS LLC,
BY: MR. MICHAEL F. HUGHES,
mhughes@amundsendavislaw.com,
(3815 East Main Street, Suite A-1,
St. Charles, Illinois 60174,
(630) 587-7925/(630) 217-1228 (direct),
appeared on behalf of the defendant,
Midwest Dock Solutions, Inc.

(The witness was duly sworn.)

BRANDEN PATRICK BISHOP,
called as a witness herein, having been first
duly sworn, was examined and testified as
follows:

EXAMINATION
BY MR. McJESSY:

Q. Sir, can you state your name for the record, please? Well, state your name and spell your first, middle, and last names.

A. Branden Bishop, B-r-a-n-d-e-n,
B-i-s-h-o-p.

Q. All right.

No middle name?

A. Middle name Patrick.

Q. Okay.

Can you spell that?

A. P-a-t-r-i-c-k.

1 Q. Okay.
 2 Just in case there's an
 3 unusual spelling or something.
 4 A. Yep.
 5 Q. All right.
 6 Sir, have you ever been
 7 deposed before?
 8 A. No.
 9 Q. So this is the first time?
 10 A. Yes.
 11 Q. Lucky you.
 12 All right. Let me go over a
 13 few ground rules just to hopefully make things
 14 move a little faster and go a little smoother.
 15 A. Yes, sir.
 16 Q. First of all, you understand you're
 17 under oath, correct?
 18 A. Yes.
 19 Q. Okay.
 20 And even though we're here in
 21 an informal setting in a conference room, do
 22 you understand that that oath has the same
 23 force and effect as if you were testifying in a
 24 court?

1 A. Yes.
 2 Q. Okay.
 3 And I'm going to ask you a
 4 series of questions today.
 5 A. Ah-huh.
 6 Q. Hopefully, you'll give me the best,
 7 most truthful answers that you can.
 8 A. Okay.
 9 Q. I'm going to ask you questions, and
 10 the other attorneys here who represent Dock &
 11 Door, and Midwest Dock Solutions, they may make
 12 objections after I ask a question.
 13 A. Okay.
 14 Q. Unless somebody instructs you not to
 15 answer a question, after they're done making
 16 their objection, you can go ahead and answer my
 17 question.
 18 A. Okay.
 19 Q. Okay.
 20 And I may prompt you, you can
 21 go ahead and answer, that kind of thing.
 22 A. Sounds good.
 23 Q. If I ask you a question and you don't
 24 understand it, please ask me to explain, and

1 I'll try to rephrase my question or ask it in a
 2 way that's not confusing and that's
 3 understandable.
 4 Is that fair?
 5 A. Yes.
 6 Q. And since we have that agreement, if
 7 you answer a question, is it fair that I can
 8 assume you understood my question?
 9 A. Yes.
 10 Q. Okay.
 11 And all of your responses
 12 need to be verbal responses. Yeses and nos are
 13 good. Nods or shakes of the head or ah-huh,
 14 uh-uh, those kind of responses, those aren't
 15 helpful because the court reporter has a hard
 16 time taking them down.
 17 A. Yes.
 18 Q. So if I ask you a question and you nod
 19 your head or shake your head or say ah-huh,
 20 I'll probably prompt you, is that a yes, is
 21 that a no, just so the record's clear.
 22 Fair enough?
 23 A. Okay.
 24 Q. All right.

1 Also -- and I'm just guessing
 2 we're going to have an issue with this one --
 3 it's important that both of us not talk at the
 4 same time.
 5 A. Yes.
 6 Q. She has two hands, but she can only
 7 take down what one of us is saying at a time.
 8 So sometimes you're going to know what my
 9 question is before I finish asking it, and your
 10 inclination is going to be to start answering
 11 just to keep things moving along.
 12 Please wait until I finish so
 13 they can make their objections and so she can
 14 take down an accurate record, and then I will
 15 try my best to return the courtesy and not
 16 start asking a new question until you're done
 17 with your answer.
 18 Fair enough?
 19 A. Yes, sir.
 20 Q. Okay.
 21 Also we generally take a
 22 break about every hour, but if you need to take
 23 a break before then, let me know. We can stop,
 24 and we can do that.

1 Fair enough?

2 A. Yes, sir.

3 Q. And then -- what else? Oh, any reason
4 today that you cannot give truthful answers?
5 For example, are you under any medications or
6 suffering from any conditions that would
7 prevent you from either understanding my
8 questions or giving truthful answers?

9 A. No.

10 Q. Okay.

11 Also today I'm going to ask
12 you some questions about things that happened
13 in the past. If you don't recall exact dates
14 or when something happened, fair to answer.
15 Just tell me it's an approximation -- you know,
16 I think approximately sometime in 2022 or 2023,
17 that kind of thing.

18 A. Okay.

19 Q. And we might try to narrow it down a
20 little bit. I might ask you some follow-up
21 questions to try to, you know, figure out as
22 close as you can remember what the date was or
23 when something occurred. But if you're giving
24 me an estimation or approximation, that's fine.

10

1 But just so the record's clear, maybe say that
2 on the record. Okay?

3 A. Got it.

4 Q. All right.

5 Sir, you are currently
6 employed by Dock & Door Install, correct?

7 A. Yes.

8 Q. Okay.

9 And you were employed by
10 Midwest Dock Solutions, correct?

11 A. Yes, when I was in high school.

12 Q. Okay.

13 And how old are you?

14 A. Twenty-two.

15 Q. All right.

16 When did you graduate high
17 school?

18 A. The year of '21.

19 Q. It's like May or June of '21?

20 A. Yeah. I would say that.

21 Q. All right.

22 Now, have you talked with
23 anybody about your deposition here today?

24 A. No.

1 Q. Okay.

2 You haven't talked to Tony
3 Brutti about it?

4 A. I asked him a question. But, I mean,
5 I think it was -- it was about this stuff. I
6 didn't know how or where to send it in, and
7 then I never got anything back.

8 Q. Okay. Excellent. Well, let's go to
9 that.

10 You pulled out a subpoena,
11 correct?

12 A. Yes. I have the paper that was given
13 to my mom. I didn't receive this.

14 Q. Okay.

15 A. I was out of town.

16 Q. Oh, okay.

17 Well, let's -- I'm going to
18 stop for a moment and have the court reporter
19 mark this as Exhibit 36.

20
21 (WHEREUPON, the document was
22 marked Plaintiff's
23 Exhibit 36 for identification,
24 as of 6/16/25.)

12

1 MR. McJESSY: All right.

2 Back on the record.

3 BY MR. McJESSY:

4 Q. I've handed you what's been marked as
5 Exhibit 36.

6 Is that the same as the paper
7 you just pulled out?

8 A. Yes.

9 Q. Okay.

10 And that's the subpoena that
11 your mom received while you were out of town,
12 as you said, correct?

13 A. Correct.

14 Q. All right.

15 And was it served at your
16 house?

17 A. It was.

18 Q. Okay.

19 And that's what brought you
20 here today, correct?

21 A. Yes.

22 Q. All right.

23 You're not here voluntary.

24 You're here because of this subpoena, correct?

1 A. Yes.
 2 **Q. Okay.**
 3 **Given your choice, you'd**
 4 **rather be somewhere else, correct?**
 5 A. Yeah.
 6 MR. HUGHES: That goes for all of
 7 us.
 8 BY MR. McJESSY:
 9 **Q. All right.**
 10 **And you said -- and what you**
 11 **had pointed to initially was the request, one**
 12 **through six.**
 13 **It asks for the production of**
 14 **documents, correct?**
 15 A. Yes.
 16 **Q. All right.**
 17 **And do you have documents**
 18 **responsive to these requests?**
 19 A. So the text messages would probably be
 20 a nightmare to collect because they do get --
 21 occasionally, I try and keep my phone clean, so
 22 I usually delete most of these texts.
 23 Let's see. Time sheets I do
 24 have.

1 **Q. Okay.**
 2 A. Sorry. That would be the same thing
 3 for three as two since they're time sheets.
 4 W-2s and stuff like that, I do have. Five, I
 5 was reading, it says produce resumé or job
 6 applications. So is that applications that
 7 I've submitted while working for a different
 8 job?
 9 **Q. Correct.**
 10 A. Okay.
 11 I probably do not have those.
 12 **Q. Or have you submitted a job**
 13 **application to Dock & Door or Midwest?**
 14 A. To them?
 15 **Q. Yes.**
 16 A. I never sent a resumé, no.
 17 **Q. Okay.**
 18 **How about a job application?**
 19 **Did you ever fill one out?**
 20 A. No.
 21 **Q. Okay.**
 22 **For either company?**
 23 A. Yes. For either company, I did not.
 24 **Q. Excellent.**

1 A. Okay.
 2 And then photographs, no.
 3 No.
 4 **Q. No photographs of job sites?**
 5 A. Nothing really there to take pictures
 6 of.
 7 **Q. Okay.**
 8 **So I understand that the text**
 9 **messages are probably a nightmare because you**
 10 **have to screenshot them and then either forward**
 11 **them by text or by email.**
 12 A. Correct.
 13 **Q. But I'm going to ask you to do that.**
 14 **Okay?**
 15 A. Okay.
 16 **Q. After today's deposition.**
 17 A. And that will be emailed to you or --
 18 **Q. You can email it to me. I'll give you**
 19 **an email address that you can send it to.**
 20 A. Sounds good.
 21 **Q. Oh, it's actually on the front of the**
 22 **subpoena, on the very bottom.**
 23 A. Is that the mcjessy@MCandT.com --
 24 **Q. Yep.**

1 A. -- or whatever that is?
 2 **Q. That's it. So if you can send those**
 3 **there.**
 4 **I'm going to ask the court**
 5 **reporter to mark this as Exhibit 37.**
 6 A. Just texts or time sheets as well?
 7 **Q. Well, whatever documents that you**
 8 **would have responsive to the subpoena.**
 9 **All right. And I'll just put**
 10 **on the record now, I anticipate that once we're**
 11 **done with the deposition today, I'm going to --**
 12 **well, strike that.**
 13 **Once we're done with the**
 14 **deposition today, I'm going to continue the**
 15 **deposition, not end it formally, just so I can**
 16 **get those materials from you. If I have**
 17 **follow-up questions about those materials, we**
 18 **may need to resume the deposition at some**
 19 **future date. I don't anticipate that that will**
 20 **happen. And if it does, we might even be able**
 21 **to do it by Zoom. But I do want to make sure I**
 22 **get those materials, so we will just continue**
 23 **the deposition when it concludes today. And if**
 24 **I have no questions when I receive the**

1 materials, which seems most likely, then the
2 deposition will just be concluded. Okay?

3 A. And I'll be notified of that?

4 Q. Yeah. I'll notify you of that.

5
6 (WHEREUPON, the document was
7 marked Plaintiff's
8 Exhibit 37 for identification,
9 as of 6/16/25.)

10
11 BY MR. McJESSY:

12 Q. I'm going to hand you what I've marked
13 as Exhibit 37. And if you look at the back of
14 this document, there's some documents called
15 invoices that are with your time sheets. But I
16 believe that most of the documents in here are
17 just, generally, your time sheets, correct?

18 A. Yes.

19 Q. Okay.

20 Now, the invoices aren't your
21 time sheets, right? They reflect your hours
22 worked, but those aren't the time sheets you
23 prepared?

24 A. Yeah. I've never seen these before.

1 Q. Yeah.

2 A. No. I don't -- no.

3 Q. Okay.

4 But the writing on the time
5 sheet is your writing, correct?

6 A. It is.

7 Q. Okay.

8 And then the next page is an
9 invoice. And if you look at it, it shows
10 Brandon Bishop, 1/9/23, MHC, Brandon Road,
11 Joliet, installation of overhead sectional
12 doors, correct?

13 A. Yes.

14 Q. All right.

15 And that shows a quantity of
16 eight, correct?

17 A. Yes.

18 Q. And you assume that's eight hours?

19 A. Yes.

20 Q. All right.

21 And if you look at the page
22 just before that, that looks to be -- that's
23 your time sheet. And if you look at -- where
24 is it at?

1 Q. Okay.

2 And you're looking at the
3 last couple pages of that exhibit, right?

4 A. Yes.

5 Q. Okay.

6 And we'll get into all of
7 this. But, for example, if you look at, maybe,
8 the fifth page to the end, that's -- it's got a
9 little number 24 and a circle in the upper
10 right corner. That's a photograph of your time
11 sheet, correct?

12 A. It is.

13 Q. All right.

14 And this is a time sheet you
15 filled out?

16 A. It is.

17 Q. Okay.

18 And then the handwriting at
19 the very top of this, where it says Brandon
20 Bishop one hyphen five twenty-three hyphen one
21 hyphen eleven twenty-three and then the
22 twenty-four, that's not your writing, correct?

23 A. That is not my writing?

24 Oh, on the top of this?

1 A. I think I'm lost. I see a highlighter
2 on yours.

3 Q. There you go.

4 A. Oh, we're back here?

5 Q. If you look at that page, there's a
6 date, also 1/9 at the top, correct?

7 A. Yes.

8 Q. And then it's -- and then you have --
9 I can't tell what it says there, but can you
10 read what's underneath the line with the date?

11 A. For job location and contractor?

12 Q. Yeah.

13 A. It says the address, which looks like
14 I wrote 3351 Brandon Road, Joliet, Ira,
15 Morgan/Harbour, contractor, Joliet.

16 Q. Okay.

17 And that matches up, in some
18 respects, with the invoice page immediately
19 following, correct?

20 A. It does. The address could be
21 butchered.

22 Q. Okay.

23 A. But, yes.

24 Q. But it was Brandon Road?

1 A. It was -- yeah. That was my first
2 job.

3 **Q. Okay.**

4 **And why does it say Ira in**
5 **parentheses?**

6 A. I honestly don't entirely know because
7 Ira is our sales guy. And from my
8 understanding, he -- Midwest Dock -- from my
9 understanding, I could be wrong, but my
10 understanding is he bids these jobs, and then
11 he hires Dock & Door --

12 **Q. Okay.**

13 A. -- to do these jobs.

14 **Q. That's Ira Sugar, correct?**

15 A. That is Ira Sugar.

16 **Q. Okay.**

17 **And why is it your**
18 **understanding he bids these jobs and then hires**
19 **Dock & Door to do the work?**

20 A. It's just what I've always assumed.

21 **Q. Okay.**

22 **Do you have any -- what's**
23 **your basis for that assumption?**

24 A. Nothing really. It's just kind of

1 **Q. Okay.**

2 **So some sort of shipping**
3 **label from the company that's supplying the**
4 **materials?**

5 A. Yeah, to keep everything in order
6 because there's a lot going on there.

7 **Q. I got it.**

8 **And so would it say like Ira**
9 **Sugar, Midwest Dock Solutions, and then a**
10 **description of the materials?**

11 A. Yeah, but it wouldn't say his last
12 name.

13 **Q. Okay.**

14 **It would just say Ira?**

15 A. Yeah.

16 **Q. Okay.**

17 A. And then sometimes it would be the
18 MWD, Midwest Dock, yeah.

19 **Q. Okay.**

20 **And is that pretty standard?**

21 A. Yeah.

22 **Q. Okay.**

23 **And is that still standard**
24 **like today? I mean, it wasn't just back then.**

1 what I just kind of assumed --

2 **Q. Okay.**

3 A. -- goes on.

4 **Q. How do you know that he's the one**
5 **bidding -- that he's the salesperson bidding**
6 **that job?**

7 A. His names are -- his name is usually
8 on the material that we install.

9 **Q. Oh, okay.**

10 **Where is it on the materials?**

11 A. So think of a garage door panel. On
12 the side of it, where your track is, there's a
13 white tape, and it's all of your specs for the
14 door, for the screens, for the track, rollers,
15 all of that kind of stuff, and then you usually
16 put a name and an address. So for this job, it
17 would have said something Ira, and then it
18 would have also put in that address that I
19 stated earlier.

20 **Q. I see.**

21 **So when the product is being**
22 **shipped to the site, it has that description on**
23 **it that you just gave me?**

24 A. The majority of the time, yes.

1 **It's been over time?**

2 A. From my memory, yes.

3 **Q. Okay. All right.**

4 **So other than talking to Tony**
5 **Brutti about production of the documents in**
6 **response to the subpoena and not getting a**
7 **response from him about how to produce the**
8 **materials, did you have any other conversations**
9 **with Tony Brutti about your deposition today?**

10 A. No.

11 **Q. Okay.**

12 **How about Tony Zarlengo?**

13 A. No.

14 **Q. Well -- now, you probably speak, I'm**
15 **guessing, to Tony Brutti all of the time,**
16 **correct?**

17 A. Yes. Well, actually, can I go back to
18 the other statement?

19 **Q. Of course.**

20 A. I did tell him to write on the board
21 that I needed this day off.

22 **Q. Okay.**

23 **Anything else you can think**
24 **of?**

1 A. No.
 2 **Q. All right.**
 3 A. Other than that, yeah.
 4 **Q. And as we go along, if you've given**
 5 **some testimony or said you couldn't remember**
 6 **something and then you remember it --**
 7 A. Ah-huh.
 8 **Q. -- or you want to correct your**
 9 **testimony because you believe you said**
 10 **something wrong, please feel free to let me**
 11 **know. Okay? I want to make sure the record is**
 12 **accurate.**
 13 **Fair enough?**
 14 A. Fair.
 15 **Q. All right.**
 16 **You probably speak to Tony**
 17 **Brutti, though, all of the time, I'm guessing,**
 18 **right?**
 19 A. Yes.
 20 **Q. Okay.**
 21 **But about work, correct?**
 22 A. Yes.
 23 **Q. Okay.**
 24 **How -- how about Tony**

1 **Zarlengo? When was the last time you spoke to**
 2 **Tony Zarlengo?**
 3 A. Roughly?
 4 **Q. Yeah.**
 5 A. Probably like, maybe, a month ago, two
 6 months ago.
 7 **Q. Okay.**
 8 A. Yeah.
 9 **Q. About work?**
 10 A. It could have been. We talk about the
 11 gym sometimes as well.
 12 **Q. What's "the gym"?**
 13 A. Work out.
 14 **Q. Oh, okay.**
 15 A. Yeah.
 16 **Q. Do you both work out?**
 17 A. He does, yeah, and so do I.
 18 **Q. At the same gym?**
 19 A. Same gym, different location.
 20 **Q. Got it.**
 21 **So sometimes it's about work,**
 22 **and sometimes it's about social matters?**
 23 A. Ah-huh.
 24 **Q. Is that a yes?**

1 A. Sorry. Yes.
 2 **Q. Okay.**
 3 **And when was the last time**
 4 **you spoke with Mike Richert?**
 5 A. Roughly, a year ago, maybe.
 6 **Q. Okay.**
 7 A. I don't talk to him often.
 8 **Q. Okay.**
 9 **And what would that have been**
 10 **about? Like what would you talk to him about?**
 11 A. He's my neighbor, so I probably asked
 12 him when his house is going to be fixed because
 13 it burned down.
 14 **Q. Oh. I'm sorry to hear that.**
 15 A. Yeah.
 16 **Q. So how long have you known Mr.**
 17 **Richert?**
 18 A. Since I moved in. He's my neighbor.
 19 So that would be, roughly, 17 years.
 20 **Q. Okay.**
 21 **So you knew him before you**
 22 **went to work for either Midwest Dock Solutions**
 23 **or Dock & Door, correct?**
 24 A. Yes.

1 **Q. Let's see.**
 2 **I take it, you don't -- even**
 3 **though he's your neighbor, you don't see him**
 4 **very frequently?**
 5 A. Not anymore. He doesn't live there
 6 anymore.
 7 **Q. Oh, okay.**
 8 **When did he move?**
 9 A. Their house burnt down in '22, so
 10 about two, three years ago.
 11 **Q. Okay. All right.**
 12 **Have you and I spoken prior**
 13 **to today?**
 14 A. You're -- no.
 15 **Q. Okay. I didn't think so. I just**
 16 **wanted to make sure. All right.**
 17 **All right. I'm going to ask**
 18 **you a couple of questions about your**
 19 **educational background.**
 20 **You said you graduated from**
 21 **high school in '21?**
 22 A. Yes.
 23 **Q. And have you received any training or**
 24 **education since graduating from high school?**

1 A. Yes.
 2 **Q. What training or education have you**
 3 **received?**
 4 A. The carpenters union.
 5 **Q. Okay.**
 6 **Are you a member of the**
 7 **carpenters union?**
 8 A. I am.
 9 **Q. And how long have you been a member of**
 10 **the carpenters union?**
 11 A. Roughly, two and a half years.
 12 **Q. All right.**
 13 **And what local are you a**
 14 **member of?**
 15 A. Local 272.
 16 **Q. And how did you come to join the**
 17 **carpenters union?**
 18 A. I asked Mike Richert for a union job.
 19 **Q. Okay.**
 20 **And he said yes?**
 21 A. He did.
 22 **Q. Okay.**
 23 **And then what happened next?**
 24 A. He got in touch, which I would assume

1 **Q. You're not sure?**
 2 A. I'm not entirely sure, no.
 3 **Q. Okay.**
 4 **And do you know -- did he --**
 5 **the sponsorship with the union, was that with**
 6 **somebody at the union in particular, or was it**
 7 **just with Local 272?**
 8 A. It was through Local 272.
 9 **Q. Okay.**
 10 **Was there -- did you have a**
 11 **contact person there or anything like that?**
 12 A. No. I was -- Tony Brutti sent me an
 13 email, where to go to take my test. And after
 14 I took my test, the union sent me to go take a
 15 field -- or a pee test. Drug test, sorry.
 16 **Q. Oh, okay.**
 17 A. And then after that, Tony Brutti sent
 18 me my results of the test, and I passed. And I
 19 was able to work on a permit until the union
 20 had indentured me in, I think is the word.
 21 **Q. Okay.**
 22 A. And then that was that.
 23 **Q. Excellent.**
 24 **And do you remember**

1 with Tony Brutti. And then I went in later and
 2 took a test for the -- he sponsored me, and I
 3 went and took a sponsor test at the Mid-America
 4 Carpenters union hall.
 5 **Q. Okay.**
 6 **And Mike -- so Mike Richert**
 7 **sponsored you?**
 8 A. Yes. I think Dock & Door sponsored
 9 me, so that would be, more or less, Tony
 10 Brutti. But they probably communicated about
 11 it.
 12 **Q. Okay.**
 13 **And why did you -- you said**
 14 **you went to Mike Richert because you wanted a**
 15 **union job.**
 16 **Why did you want a union job?**
 17 A. Benefits.
 18 **Q. Okay.**
 19 **Better pay, too?**
 20 A. Yes.
 21 **Q. All right.**
 22 **And to your knowledge, did**
 23 **Dock & Door need workers at the time?**
 24 A. Yes, I think.

1 **approximately when that was?**
 2 A. I think my indenture date is February
 3 '23. Probably, on the 22nd, maybe the 17th.
 4 **Q. Of February?**
 5 A. Yeah.
 6 **Q. All right.**
 7 **And if you look at -- I**
 8 **notice you're looking at the -- the Exhibit 37,**
 9 **which is the time sheets that we've marked that**
 10 **have a couple of invoices in them also.**
 11 **If you notice the invoices,**
 12 **I'll represent to you that these invoices -- or**
 13 **not the invoices. Strike that.**
 14 **I'll represent to you that**
 15 **the time sheets were produced to us by**
 16 **Dock & Door, like that's where we got these.**
 17 A. Yes. You'll --
 18 **Q. And I'll also -- hold on.**
 19 A. Sorry.
 20 **Q. I'll also represent to you that these**
 21 **appear to be in reverse date order, so the most**
 22 **recent ones on top and the oldest ones on back.**
 23 **So the oldest time sheet that we would have**
 24 **would be this January 5, 2023, that shows, you**

1 know, your time from January 9 through January
2 11 of 2023.

3 A. Yes.

4 Q. Does that sound about right to you,
5 when you started working for Dock & Door?

6 A. It does.

7 Q. Okay.

8 A. And that January time was when I was
9 on a working permit.

10 Q. Okay.

11 A. Before I was indentured.

12 Q. Okay.

13 So how far prior to this
14 would you have gone to Mike Richert and said,
15 hey, I'd like to see if I can get on the union?

16 A. I don't understand what you meant,
17 sir.

18 Q. Well, you said it started out by you
19 going to Mike Richert and saying you wanted to
20 do union work.

21 A. Ah-huh.

22 Q. Is that a yes?

23 A. Yes.

24 Q. Okay.

1 A. Oh, it would be December of '22.

2 Q. Okay.

3 Just about a month prior?

4 A. Yes. I -- it was the beginning of
5 December I had contacted him, and then it -- it
6 took some time to set everything up.

7 Q. Okay.

8 And when you say "him," you
9 mean --

10 A. Mike Richert, yeah.

11 Q. Okay.

12 A. And then between him and Tony.

13 Q. Okay.

14 So approximately a month, you
15 think?

16 A. Yes.

17 Q. Okay.

18 Just trying to get a time --

19 A. Right.

20 Q. -- reference here.

21 And then you said this was
22 the first job that you worked on, was the
23 Brandon Road job?

24 A. Yes.

1 And then between him and Tony
2 Brutti, you believe they must have spoken, and
3 then you got a notice from Tony Brutti saying,
4 you know, here's -- here's a date for your
5 test, or something like that; is that right?

6 A. Yes.

7 Q. Okay.

8 And then, at some point, you
9 started working for -- getting paid through
10 Dock & Door, correct?

11 A. Yes.

12 Q. Okay.

13 And so -- and that was in
14 January, and you said you did that pursuant to
15 some sort of permit that you got from the
16 union, correct?

17 A. Yes.

18 Q. Okay.

19 So my question is, how far --
20 when -- like if you started getting paid and
21 working for Dock & Door in January of 2023,
22 when do you think those conversations with Mike
23 Richert and the email text exchange with
24 Anthony Brutti occurred?

1 Q. Okay.

2 And that was the first job
3 you worked on where you were getting paid
4 through Dock & Door?

5 A. Yes.

6 Q. Okay.

7 And does this date seem
8 right? Do you think this actually is your
9 first time sheet?

10 A. Yes.

11 Q. Okay.

12 Now, did you take the test
13 before or after you got your work permit?

14 And if you don't recall,
15 that's fine. I'm just --

16 A. I don't recall.

17 Q. Okay.

18 And after you passed the
19 test, did you start taking classes at the
20 carpenters apprentice school?

21 A. Yes.

22 Q. Okay.

23 And were you considered an
24 apprentice?

1 A. Yes.
 2 **Q. Okay.**
 3 **And are you a journeyman now?**
 4 A. Still apprentice.
 5 **Q. Still apprentice. Okay.**
 6 **And when did you start taking**
 7 **classes at the carpenters apprentice training**
 8 **school?**
 9 A. It would have been, let's see,
 10 sometime -- sometime in January.
 11 **Q. Okay.**
 12 **Soon after?**
 13 A. Yes.
 14 **Q. All right.**
 15 **And I'm looking -- there's**
 16 **a -- since these are in reverse date order,**
 17 **maybe the best way is to point it out by date.**
 18 **But if you look at the one that says Branden**
 19 **Bishop 1/26/23 at the top -- do you see that**
 20 **one?**
 21 A. Yes.
 22 **Q. It does -- I see a --**
 23 A. Oh, yeah. That's it.
 24 **Q. Okay.**

1 I see --
 2 A. I was looking for that.
 3 **Q. It says Branden Bishop has -- well,**
 4 **can you -- can you read to me -- you know what**
 5 **we're talking about, which is the entry that**
 6 **suggests you had a class.**
 7 **What does it say, Branden**
 8 **Bishop --**
 9 A. That was my OSHA class. That was the
 10 first class I took with the carpenters union.
 11 **Q. Okay.**
 12 A. That was my first class. So that
 13 first class you're asking about, the last
 14 question, that is my first one.
 15 **Q. Okay.**
 16 **And it's January 30, correct?**
 17 A. Yep.
 18 **Q. Okay.**
 19 **So you started classes pretty**
 20 **much right away?**
 21 A. Ah-huh. Yes. Yes.
 22 Sorry. I'll get better at
 23 that.
 24 **Q. No. That's all right.**

1 **And the entry for January 30**
 2 **says, Branden Bishop, something January 30.**
 3 **Can you tell me what that**
 4 **word is?**
 5 A. That is -- oh, where the scribble is
 6 at?
 7 **Q. Oh, maybe it says Monday.**
 8 A. It says -- yeah. That is a Monday.
 9 So Branden Bishop, Monday, January 30. My mom
 10 wrote this for me because I was out of -- I
 11 was -- my aunt lives in Elgin, so I stay in
 12 Elgin when I have to go to school because it's
 13 only 20 minutes away, so I don't have such a
 14 far drive. So my mom has written this one, and
 15 one of them in back as well. So not all of
 16 these are my handwriting. This one, the 1/12
 17 through 1/18, like two pages back --
 18 **Q. Okay.**
 19 A. -- it's also in my mom's handwriting.
 20 **Q. All of this?**
 21 A. Yeah, that entire -- that entire page.
 22 I think we're on the same one.
 23 **Q. It's got a 40 at the top?**
 24 A. Yes.

1 **Q. Okay.**
 2 **And it's January 12 through**
 3 **January 18?**
 4 A. Ah-huh. Yep.
 5 **Q. Okay.**
 6 **And as far as you know, is**
 7 **all of the information on here correct?**
 8 A. Yes. I was on the phone with her
 9 telling her what to write.
 10 **Q. I see.**
 11 A. It was -- it was hard. It was a
 12 headache.
 13 **Q. So you would have also told her to**
 14 **write Ira on here where it says Ira?**
 15 A. Yes.
 16 **Q. All right.**
 17 **And Ira, again, means Ira**
 18 **Sugar, correct?**
 19 A. It does.
 20 **Q. All right. All right.**
 21 **So are you still taking**
 22 **training classes at the apprentice program?**
 23 A. I am.
 24 **Q. Okay.**

1 And have you received any
2 certifications or -- well, strike that.

3 Have you received any sort of
4 certifications since you've been in the
5 carpenters training program?

6 A. I have.

7 Q. All right.

8 What have you received?

9 A. Scaffolding. Certified apprentice
10 scaffolding. There's -- what's the other one?
11 There's only a few.

12 Q. You can keep answering while I turn up
13 the air-conditioning a little.

14 A. Scaffolding. Oh, OSHA certification.

15 Q. Okay.

16 The first one we saw there?

17 A. Yes. Those two is what I can
18 remember.

19 Q. Okay.

20 If you think of any others
21 that you've received as we go along, will you
22 let me know?

23 A. Yes.

24 Q. All right. Okay.

1 Anything else?

2 A. Nope.

3 Q. All right.

4 And did you join Local 272 in
5 January of 2023, or would it have been December
6 or --

7 A. It would have been January or
8 February. One of the two. It would be my
9 indenture date that I'm not even sure of.

10 Q. Okay.

11 And are you still a good -- a
12 member in good standing?

13 A. Yes, I am.

14 Q. And have you been a member in good
15 standing since that time?

16 A. I have.

17 Q. And have you ever been a member of any
18 other union local?

19 A. I have not.

20 Q. All right.

21 And -- now, I'd like to talk
22 to you about your employment history.

23 Did you -- you said you
24 worked for Midwest Dock Solutions while you

1 Other than a drivers license,
2 do you hold any other licenses?

3 A. Yes.

4 Q. What other licenses?

5 A. Conceal to carry.

6 Q. Okay.

7 Other than that?

8 A. No.

9 Q. And other than the two -- can I call
10 those certifications?

11 A. Yes.

12 Q. Scaffolding and OSHA?

13 A. Yes.

14 Q. Other than those certifications, do
15 you hold any other certification?

16 A. Not to my knowledge.

17 Q. Okay.

18 And other than the carpenters
19 training program that you're involved in, have
20 you received any other training or education
21 since you graduated from high school?

22 A. Actually, I got my motorcycles
23 license.

24 Q. Oh, excellent.

1 were in high school?

2 A. Yes.

3 Q. How did that come about?

4 A. Mike was in my front yard talking to
5 my dad. I quit baseball. My dad told me to
6 get a job. And Mike said he could use a
7 helper.

8 Q. Okay.

9 You say you quit baseball?

10 A. I did.

11 Q. Okay.

12 Did you play high school
13 baseball?

14 A. I didn't make it to high school, no.
15 I gave it up about -- like my freshman year.

16 Q. Oh, so how old were you when you
17 started working for Midwest Dock?

18 A. That would have been my sophomore
19 summer so 16. So I had just gotten my license.

20 Q. Okay.

21 A. And my parents weren't paying for gas
22 since I stopped playing sports.

23 MR. McJESSY: Off the record.
24

1 (There was a discussion off
2 the record.)
3
4 MR. McJESSY: All right. Back on
5 the record.
6 BY MR. McJESSY:
7 **Q. All right.**
8 **So what -- and what -- so was**
9 **this just a summer job, or did you work while**
10 **you were in school, too?**
11 A. Mainly, a summer job. And then when I
12 was on like winter break, if he had anything, I
13 would ask him to work so I can have some more
14 extra cash for school.
15 **Q. All right.**
16 **And what did you do for**
17 **Midwest Dock Solutions?**
18 A. Really, just like cleaning, like just
19 cleaning out dock pits. That's about it. They
20 didn't -- more so like kind just watching and
21 being a third hand.
22 **Q. Helper?**
23 A. Yes, helper.
24 **Q. Were you on job sites?**

1 A. Union job sites or regular --
2 **Q. Just any job site. Like were you**
3 **going out to job sites --**
4 A. Yes.
5 **Q. -- where the work was being done?**
6 A. Yes. I was going to job sites.
7 **Q. All right.**
8 **What I'm getting at is they**
9 **have a warehouse, correct?**
10 A. Yeah. That's where we would go to
11 work and do stuff, too.
12 **Q. Okay.**
13 **And the -- do you know what**
14 **the address of the warehouse is?**
15 A. For Midwest Dock?
16 **Q. Yeah.**
17 A. I'm probably going to be wrong, but I
18 know it's on Union Avenue. It's like 37 East,
19 36 East. I don't know.
20 **Q. All right.**
21 **36 East something?**
22 A. Something Place, yeah.
23 **Q. Okay.**
24 **And -- and what I was getting**

1 **at is, you weren't just working at that**
2 **location. You were actually going out on the**
3 **job sites?**
4 A. Yes. I was going out with the Midwest
5 Dock guys and doing work.
6 **Q. Okay.**
7 A. Helping.
8 **Q. Okay.**
9 **And when you say union job**
10 **sites -- when I asked that question originally**
11 **and you asked me back do I mean union job**
12 **sites, what's a union job site?**
13 A. A union job site is an organized job
14 site that contractors that have contracts with
15 the union they do jobs, and if you -- to be on
16 those jobs, you must be a member of the union.
17 **Q. Okay.**
18 **So when you say, "a union job**
19 **site," that's what you mean?**
20 A. Yes.
21 **Q. Okay.**
22 A. But I wouldn't go there with Midwest
23 Dock. We would go to like old buildings,
24 rundown buildings.

1 **Q. So who hired you to work for Midwest**
2 **Dock Solutions, Mike Richert?**
3 A. Yes.
4 **Q. Okay.**
5 **Did you have to talk to Tony**
6 **Zarlengo at all before you got hired?**
7 A. For the job.
8 **Q. Yeah, okay.**
9 **And did -- were you part time**
10 **or full time?**
11 A. I don't know. I guess, I would call
12 it part time, yeah.
13 **Q. Okay.**
14 **Were you working 40 hours a**
15 **week or less?**
16 A. Yeah, 40 hours. But, I mean, that
17 was -- I mean, full time in the summer, but
18 part time, I guess, during the school year.
19 **Q. Okay.**
20 A. Since I would only work on breaks if I
21 wanted to.
22 **Q. And you weren't a permanent employee.**
23 **Is that --**
24 A. I wouldn't say so, no.

1 **Q. Okay.**

2 Because you would stop
3 working during the school year except during
4 the holidays when they needed you.

5 Is that fair?

6 A. Yes.

7 **Q. Okay.**

8 And did your work -- just
9 focusing up until the time you were a sophomore
10 in high school until you graduated from high
11 school, did the nature of your work for Midwest
12 Dock Solutions change, or was it pretty much
13 cleaning out dock pits and acting as a helper?

14 A. I just continued to act as a helper
15 that entire high school run.

16 **Q. Okay.**

17 And what kind of work did
18 Midwest Dock do where you were acting as a
19 helper? Like what would be -- the guys that
20 were doing the work that you were helping, what
21 were they doing?

22 A. They would be repairing dock plates.
23 They would have me clean up the dock pits
24 because they collect garbage just from falling

1 **Q. All right.**

2 And it talks about loading
3 dock equipment. Well, actually, above that, it
4 says -- where it says request a free quote --

5 A. Ah-huh. Yes.

6 **Q. -- it says, Midwest Dock Solutions
7 specializes in the service, supply, and
8 installation of loading dock equipment and
9 overhead doors.**

10 Do you see that?

11 A. I do.

12 **Q. All right.**

13 Does that sound accurate to
14 you?

15 A. Yes.

16 **Q. Okay.**

17 And it says, we pride
18 ourselves in giving the customer not only
19 excellent service, but doing it at an
20 affordable price.

21 Do you see that?

22 A. I do.

23 **Q. All right.**

24 And would you agree with

1 in. We would replace springs, door panels,
2 stuff of that nature. That's about it.

3 **Q. All right.**

4
5 (WHEREUPON, the document marked
6 Plaintiff's Exhibit 3 for
7 identification was tendered to
8 the deponent.)

9
10 BY MR. McJESSY:

11 **Q. I'm going to show you what we've
12 previously marked as Exhibit 3.**

13 A. Okay.

14 **Q. And I'm going to -- this is -- have
15 you ever seen the website for Midwest Dock
16 Solutions?**

17 A. No.

18 **Q. Okay.**

19 Well, I'll represent to you
20 that this is one of the web pages for Midwest
21 Dock Solutions's website that has products.

22 Do you see at the top where
23 the word "products" is highlighted?

24 A. Yes.

1 that?

2 A. I don't know what they price their
3 products at, so --

4 **Q. Okay.**

5 So you can't comment on that?

6 A. I can't.

7 **Q. Okay.**

8 And then it talks about -- if
9 you look below that, it talks about loading
10 dock equipment.

11 Do you see that?

12 A. Under Blue Giant?

13 **Q. Yeah.**

14 A. Yes, I do see that.

15 **Q. And it says, Midwest -- the second
16 paragraph down, under Blue Giant, it says,
17 Midwest Dock Solutions offers a wide range of
18 capability -- capacities, I'm sorry, deck
19 sizes, deck constructions in both hydraulic and
20 mechanical operations to suit virtually any
21 application.**

22 Do you see that?

23 A. I do.

24 **Q. And then it talks about, regardless of**

1 **your application, Midwest Dock Solutions**
 2 **provides the most economical and durable**
 3 **solution.**

4 **Do you see that?**

5 A. I do.

6 **Q. And then it lists a number of things**
 7 **under there. It says, dock levelers.**

8 **Do you see that?**

9 A. I do.

10 **Q. And was that some of the work you did,**
 11 **was installation of dock levelers?**

12 A. I did.

13 **Q. All right.**

14 **You didn't do the**
 15 **installation. You helped, right?**

16 A. Yes.

17 **Q. Okay.**

18 MR. HUGHES: And I'm going to just
 19 object. What timeframe are we talking about
 20 here?

21 MR. McJESSY: When he was a
 22 sophomore in high school until he graduated.

23 MR. HUGHES: Okay.

24 I just wanted to make sure

1 them, but I would have helped if we did. I
 2 don't remember if I did them, but I would have
 3 helped do them if I did.

4 **Q. Was that the kind of work that Midwest**
 5 **Dock Solutions was doing, installation of dock**
 6 **seals?**

7 A. We would take old ones down and then
 8 put up new ones, yes.

9 **Q. Okay.**

10 **And how about dock shelters?**

11 A. I never did a dock shelter when I was
 12 in high school.

13 **Q. Okay.**

14 A. They're big.

15 **Q. How about dock lights?**

16 A. I've never done dock lights.

17 **Q. Dock restraints?**

18 A. I don't think I ever did a dock
 19 restraint.

20 **Q. Steel canopies?**

21 A. No. I don't know what that is.

22 **Q. Okay.**

23 **And then you see it says new**
 24 **installations there?**

1 that everybody's clear.

2 BY MR. McJESSY:

3 **Q. Were you on the same page, though?**

4 A. Yeah, I was. I thought we were still
 5 talking about high school.

6 **Q. Okay. Good.**

7 **And then do you know what --**
 8 **it says, EODs.**

9 **Do you know what that is?**

10 A. No.

11 **Q. Okay.**

12 **And then it says dock seals.**

13 **Do you know what that is?**

14 A. I do.

15 **Q. What's a dock seal?**

16 A. The black border around these
 17 openings.

18 **Q. Okay.**

19 **Shown in the picture there?**

20 A. Yes.

21 **Q. Okay.**

22 **And would you help with the**
 23 **installation of those?**

24 A. Yeah. I don't really think I ever did

1 A. I see that.

2 **Q. Did -- to your knowledge, did Midwest**
 3 **Dock do new installations?**

4 A. When I was with them when I was
 5 younger? I never did a new installation, no.

6 **Q. Okay.**

7 **Are you aware whether**
 8 **Midwest -- even after -- are you aware if**
 9 **Midwest Dock Solutions does new installations?**

10 A. I don't assume they do, no.

11 **Q. Okay.**

12 **You're not aware of that?**

13 A. No.

14 **Q. How about retrofit?**

15 A. Retrofit would be meaning like
 16 creating something?

17 **Q. Well, to me, retrofit would be taking**
 18 **down an old and putting in a new.**

19 A. Yes. That's what I would --

20 **Q. Does that sound like a reasonable**
 21 **definition to you?**

22 A. Yes.

23 **Q. All right.**

24 **And they did that kind of**

1 work, right?
 2 A. Yes.
 3 Q. All right.
 4 And then if you turn to the
 5 next page, it says Clopay. Clopay. The word
 6 underneath overhead doors.
 7 Do you see that?
 8 A. Yes.
 9 Q. And then, also, it says rolling steel
 10 doors, Cornell, safe and secure.
 11 Do you see that?
 12 A. Yes. Over here, yes.
 13 Q. And Cornell is C-o-r-n-e-l-l. And
 14 Clopay, C-l-o-p-a-y.
 15 Are these the kind of doors
 16 that you would assist with installation as part
 17 of Midwest Dock Solutions?
 18 While you were in high
 19 school. Still the same time.
 20 A. Yeah.
 21 Q. Okay.
 22 A. Well, I mean, I really didn't do much
 23 with doors. I really was just helping the dock
 24 guys.

1 Q. In my experience, that's a real talent
 2 if you can do it.
 3 A. It is, and I loved it so much. I got
 4 really good at it, too.
 5 Q. That's almost like an art form.
 6 A. It was. It was so fun.
 7 That was -- that's what I
 8 pictured, so --
 9 Q. Is that right?
 10 A. Yeah.
 11 Q. All right.
 12 So how long did you do that
 13 for?
 14 A. Roughly, a year and a half, so that
 15 would put me from --
 16 Q. Mid to late 2022?
 17 A. Yes, late '22.
 18 Q. What did you say?
 19 A. Yeah, late '22.
 20 Q. Late '22. 2022.
 21 And did that job have any
 22 connection in any way with Midwest Dock
 23 Solutions or Dock & Door?
 24 A. Nope.

1 Q. Okay.
 2 Mostly, you were focused on
 3 dock levelers?
 4 A. Yes.
 5 Q. Okay. All right.
 6 So let's get to after you
 7 graduate from high school.
 8 Did you go to work for
 9 Midwest Dock Solutions full time?
 10 A. After? No, I did not.
 11 Q. Okay.
 12 What did you do after high
 13 school?
 14 A. I was pursuing being an electrician.
 15 Q. Oh, okay.
 16 And how were you doing that?
 17 A. I worked with an electrician from
 18 Indiana, and we installed in residential.
 19 Q. Wiring houses?
 20 A. Yes, and bending pipe.
 21 Q. Excellent.
 22 Out of conduit, that kind of
 23 thing?
 24 A. Ah-huh. Yep.

1 Q. Okay.
 2 Just completely separate?
 3 A. Yes.
 4 Q. All right.
 5 And then what happened next?
 6 A. After I stopped -- so the guy that I
 7 was working with, he knew I was trying to get
 8 into a union. He knew that I was trying to get
 9 into one for like the benefits or whatever. So
 10 like I was applying to other places, too. And
 11 then I told him that I was starting to get into
 12 the carpenters. So he just told me, whenever
 13 your last day is, that's your last day. And
 14 then we went our separate ways.
 15 Q. Okay.
 16 Oh, so you got into the
 17 carpenters union by that point?
 18 A. Yes.
 19 Q. Were you working, then, for Midwest
 20 Dock Solutions at that time?
 21 A. No. I didn't work for Midwest Dock
 22 after high school.
 23 Q. I see. Okay.
 24 A. I went with -- after I graduated, I

1 was probably at home for a little bit until I
 2 had my high school graduation party. And my
 3 old Eagle Scout Master was there, and he
 4 pointed me to a guy that does electric, and I
 5 got -- that was my connection.
 6 **Q. So when you -- you said earlier that**
 7 **sometime in December you had approached Mike**
 8 **Richert --**
 9 A. Yes.
 10 **Q. -- about getting into the -- into the**
 11 **union side of the work.**
 12 You weren't working for
 13 Midwest Dock Solutions at that time?
 14 A. No.
 15 **Q. Okay.**
 16 You just brought it up to him
 17 when you saw him again?
 18 A. Yes.
 19 **Q. I get it.**
 20 And then he somehow put you
 21 in touch with -- you got the notice, then, next
 22 through Tony Brutti?
 23 A. Yes.
 24 **Q. Okay.**

1 That you were -- had this
 2 test set up?
 3 A. Yes.
 4 **Q. I see. Okay.**
 5 I, for no particular reason,
 6 thought you were working for Midwest Dock at
 7 the time and approached Mike Richert.
 8 A. Right.
 9 **Q. But that's not the case?**
 10 A. No. That is not.
 11 **Q. Okay.**
 12 So between mid to late 2022
 13 and the time that you approached Michael
 14 Richert, were you still working for the
 15 electrician?
 16 A. I was. But we were slowing down,
 17 so --
 18 **Q. Because it's winter?**
 19 A. Yes.
 20 **Q. Okay.**
 21 And so you were slow. And in
 22 December, you left completely, I'm guessing?
 23 A. Yes.
 24 **Q. Okay.**

1 When you were working -- I'm
 2 going to go back, now.
 3 When you were working for
 4 Midwest Dock Solutions while you were in high
 5 school, who -- who was your boss?
 6 A. I asked Tony Z., Tony Zarlengo, what I
 7 would be doing. I would send him a text and
 8 say, anything for tomorrow? And he would tell
 9 me what to do after that.
 10 **Q. Okay.**
 11 So he was -- he sort of did
 12 your scheduling, where you were supposed to go
 13 and what you were supposed to do?
 14 A. Yes.
 15 **Q. Okay.**
 16 So you'd consider him one of
 17 your -- you'd consider him a boss?
 18 A. Yes.
 19 **Q. Was Mike Richert a boss?**
 20 A. Yes, but I was mainly going through
 21 Tony.
 22 **Q. Okay.**
 23 He wasn't involved in the
 24 day -- your day-to-day work. It was Tony?

1 A. Yes.
 2 **Q. Okay.**
 3 When you were working for
 4 Midwest Dock Solutions, did you have any
 5 interaction with Tony Brutti?
 6 A. No. I didn't even know him.
 7 **Q. That's what's what I was going to --**
 8 **did you even know who he was?**
 9 A. No.
 10 **Q. Okay.**
 11 Did you have to fill out a
 12 job application or anything like that with
 13 Dock & Door Install?
 14 A. No.
 15 **Q. All right.**
 16 It was just you reached out
 17 to Mike Richert, and then you got the notice
 18 from Tony Brutti that you were scheduled to
 19 take the test?
 20 A. Yes.
 21 **Q. Okay.**
 22 And understood that you were
 23 hired?
 24 A. Yes.

Q. All right.

Was passing the test a condition of going to work for Midwest Dock Solutions -- or, I'm sorry, for -- thank you.

Was passing the test a condition of going to -- going to work for Dock & Door?

A. I would say kind of. The test was more so to be placed in the union.

Q. Okay.

A. Because, I mean, they're not going to let anybody in. You've got to pass a test to get into the union and -- but, I mean, there was people that didn't pass the test. But you just keep taking it. If you don't pass it the first time, you go through the union, and they put you threw like a little school to learn math, and they'll teach you.

Q. All right.

A. For people that couldn't pass it the first time. And then you take it again.

Q. All right.

So you have to have certain --

Q. You don't recall that?

A. No.

Q. Okay.

And do you know who Sherri Webber is?

A. Yes. I've heard of her.

Q. Okay.

Do you -- who is she?

A. She's a person that you would send a receipt to if you had to buy a tool for anything out of pocket.

Q. Okay.

And was that true for when you worked with Midwest Dock Solutions?

A. I didn't know her when I was there.

Q. Okay.

Is it true for when you worked for Dock & Door?

A. Yes.

Q. Okay.

And when you say if you have to buy a tool, she's the person you would send the receipt to, that's buying tools for your work on behalf of the company?

A. Knowledge to make it in there, yes.

Q. Okay.

Do you have a Linked-In page?

A. I don't think so.

Q. Okay.

Do you have a resumé?

A. Yes.

Q. Okay.

When you produce your documents, can you send me a copy of your resumé, too?

A. I can, yeah. Sorry.

Q. That's all right.

When you went to work with Dock & Door, did you have to fill out any paperwork?

A. On the job site or just for them?

Q. No. Just for them.

A. No.

Q. Like a W-9 or any sort of -- I don't know, any sort of tax -- federal tax withholding paperwork or anything like that?

A. I don't do my taxes. My mom does. So I wouldn't know for sure.

A. Yes.

Q. Okay.

Do you supply your own tools, or does the company supply tools?

A. It's like 50/50. So part of -- so like there's like rules in the carpenters union, so like you don't buy like power tools and what not. So I would buy like my hammer, my pouches, wrenches, like stuff of that nature, but like they would supply hammer drills, generators, stuff of that --

Q. Power tools?

A. Yeah.

Q. And if -- so if you have to buy a power tool and you pay for it out of your pocket, you would send Sherri Webber the receipt to get reimbursed?

A. Yes.

Q. Okay.

Have you ever done that, do you know?

A. I had to buy a vacuum once.

Q. Okay.

For working on a job site?

1 A. Yes.
 2 **Q. And you sent her the receipt to get**
 3 **reimbursed?**
 4 A. Yep.
 5 **Q. All right.**
 6 **And do you know, did your**
 7 **reimbursement come from Dock & Door or Midwest**
 8 **Dock Solutions?**
 9 A. Cash.
 10 **Q. It was cash. Okay.**
 11 **How expensive was the shop**
 12 **vac?**
 13 A. Around \$150.
 14 **Q. All right.**
 15 **And you gave her the receipt,**
 16 **and then she reimbursed you in cash?**
 17 A. She did.
 18 **Q. And do you know, is that fairly**
 19 **standard practice for the company?**
 20 A. I know other -- I mean, I'm not like
 21 higher up. So other people have credit cards.
 22 I don't. Yeah, so -- but I -- I rarely buy
 23 anything. I think I only bought the vacuum,
 24 and that was a long time ago.

1 **Q. Okay.**
 2 **Well, you say a long time**
 3 **ago. You started in --**
 4 A. The beginning, yeah. It just gets
 5 confusing because you do so much stuff every
 6 day.
 7 **Q. Well, it may be --**
 8 A. It all mixes together.
 9 **Q. Well, it also may be a little**
 10 **different whether you're in your 20s or whether**
 11 **you're in your 50s.**
 12 MR. HUGHES: His long time ago is a
 13 lot sooner than our long time ago.
 14 MR. McJESSY: That's what I'm
 15 thinking. All right.
 16 BY MR. McJESSY:
 17 **Q. So it was sometime when you first**
 18 **started out?**
 19 A. It was, yes.
 20 **Q. Okay.**
 21 **And just so the record's**
 22 **clear, when you first started out with**
 23 **Dock & Door?**
 24 A. Yes.

1 **Q. Okay.**
 2 **And has your position with**
 3 **Dock & Door changed at any time since you've**
 4 **been there?**
 5 A. No, other than like in the union, I've
 6 gone from like a first year apprentice to a
 7 second year to a third year. That would be the
 8 only change. But I don't see that.
 9 **Q. The work remained the same.**
 10 **Is that fair?**
 11 A. Yep. Yes.
 12 **Q. Okay.**
 13 **But your status has changed?**
 14 A. Yes.
 15 **Q. And do you get a pay increase with**
 16 **each of the changes, from first to second to**
 17 **third year?**
 18 A. I do.
 19 **Q. Okay.**
 20 **As -- as -- as you understand**
 21 **it, tell me what the relationship is between**
 22 **Midwest Dock Solutions and Dock & Door Install.**
 23 A. I see that they're run out of the same
 24 building, but there's like two different

1 versions of it. So like we only do like new
 2 installs for the most part. And Midwest Dock,
 3 they do like -- like the retrofitting --
 4 **Q. Okay.**
 5 A. -- so to say.
 6 **Q. All right.**
 7 **Will they -- okay. Do**
 8 **they -- let me show you what we've previously**
 9 **marked as Exhibit 8.**
 10 A. Okay.
 11
 12 (WHEREUPON, the document marked
 13 Plaintiff's Exhibit 8 for
 14 identification was tendered to
 15 the deponent.)
 16
 17 BY MR. McJESSY:
 18 **Q. All right.**
 19 **Can you see the truck that's**
 20 **in that picture?**
 21 A. I do.
 22 **Q. All right.**
 23 **And does this look like a new**
 24 **install building to you?**

1 A. It does.
 2 **Q. Okay.**
 3 **And does -- do employees of**
 4 **Dock & Door use trucks like this that have the**
 5 **Midwest Dock branding on the side?**
 6 A. We do.
 7 **Q. Okay.**
 8 **And you use those on**
 9 **Dock & Door job sites, correct?**
 10 A. We do.
 11 **Q. Okay.**
 12 **And you said they share the**
 13 **same building, and they -- to your -- well,**
 14 **strike that.**
 15 **To your knowledge, does**
 16 **Midwest Dock Solutions also use these trucks to**
 17 **do the retrofit work that you described?**
 18 A. Yes, but the -- so, I mean, as far as
 19 the truck goes, yes, we -- they tend to have
 20 like the same Ford trucks, but their -- like
 21 their rig layout is different. So like I can't
 22 tell whose truck this is, but a Midwest Dock
 23 guy would have things such as like torches and
 24 like more vigorous tools than we would have.

1 We really just have the welder and generator on
 2 our -- on our Dock & Door trucks.
 3 **Q. Okay.**
 4 A. Because we don't retrofit.
 5 **Q. I see.**
 6 **And when you say Dock & Door**
 7 **trucks, though, it still has the Midwest Dock**
 8 **Solutions brand on the side, correct?**
 9 A. Yeah. I don't -- I don't know why,
 10 but, yeah.
 11 **Q. If you -- if you turn to Exhibit 7 --**
 12 **yeah, the one prior.**
 13 A. Back one?
 14 **Q. Yeah, try back one.**
 15
 16 (WHEREUPON, the document marked
 17 Plaintiff's Exhibit 7 for
 18 identification was tendered to
 19 the deponent.)
 20
 21 BY MR. McJESSY:
 22 **Q. Can you tell from that what kind of**
 23 **truck that is? Based on the rig.**
 24 A. No, I cannot. It looks like it might

1 be one of the Midwest Dock guys.
 2 **Q. How about if you turn to Exhibit 6?**
 3 A. Exhibit 6?
 4 **Q. Yeah.**
 5
 6 (WHEREUPON, the document marked
 7 Plaintiff's Exhibit 6 for
 8 identification was tendered to
 9 the deponent.)
 10
 11 THE WITNESS: That is -- that looks
 12 like one of the Midwest Dock guys as well.
 13 BY MR. McJESSY:
 14 **Q. All right.**
 15 A. I don't -- I don't know whose truck
 16 that is. I haven't ever seen that one before.
 17 But, yeah, that looks like --
 18 **Q. All right.**
 19 **You can't tell?**
 20 A. No.
 21 **Q. All right.**
 22 **Have you ever discussed with**
 23 **either the other employees of Dock & Door or**
 24 **Midwest Dock Solutions the relationship between**

1 **the two companies?**
 2 A. Not necessarily, no.
 3 **Q. Okay.**
 4 A. I've asked why we have the Midwest
 5 Dock sticker on there. No one knows.
 6 **Q. Okay.**
 7 **And when you say that -- I**
 8 **think your words, when I asked you about the**
 9 **relationship between the two companies, you**
 10 **said Dock & Door does new installs, for the**
 11 **most part.**
 12 **Is there -- does it only do**
 13 **new installs, or does it occasionally do other**
 14 **work?**
 15 A. By "the most part," sometimes if we're
 16 slow, I'll go back to that third hand as like a
 17 helper, occasionally.
 18 **Q. Okay.**
 19 A. But, like, occasionally. It would be
 20 like once in a blue moon.
 21 **Q. All right.**
 22 **And then you would do the**
 23 **retrofit work as a helper?**
 24 A. Yeah. I would really just be like

1 running around like passing tools back and
2 forth. I don't actually like do the work
3 because I don't know how to.

4 **Q. Okay.**

5 **And that's more of the**
6 **Midwest -- then you're doing it -- even though**
7 **it's once in a blue moon, that's on the Midwest**
8 **Dock side?**

9 A. Yeah.

10 **Q. Would you ever see guys that you**
11 **believe were working for Midwest Dock Solutions**
12 **on Dock & Door job sites?**

13 A. No. I've never seen them working --

14 **Q. Okay.**

15 A. -- on ours before.

16 **Q. How about delivering tools or**
17 **equipment to the job site?**

18 A. Sometimes the one lady in the shop,
19 she'll have to bring us like -- like hardware.

20 **Q. Okay.**

21 A. But that's about it.

22 **Q. Do you remember her name?**

23 A. Janie.

24 **Q. Janie?**

1 **Q. Okay.**

2 A. And then this is also the OSHA card.
3 That's one of the other certifications.

4 **Q. I see.**

5 **I'd like to -- can I make a**
6 **copy of these for the -- for the record. And**
7 **we can make them an exhibit, and then you**
8 **can -- okay. Hold on just a minute. We'll go**
9 **off the record.**

10
11 (There was a discussion off
12 the record.)
13

14 BY MR. McJESSY:

15 **Q. When you were working -- I want to**
16 **talk to you about -- a couple questions**
17 **about -- back to Midwest Dock Solutions during**
18 **high school.**

19 **How were you paid by Midwest**
20 **Dock Solutions? Like, literally, how did you**
21 **receive payment?**

22 A. Direct deposit.

23 **Q. Okay.**

24 A. And I got a W-2.

1 A. Yes.

2 **Q. Do you know her last name?**

3 A. No.

4 **Q. All right.**

5 **Sometimes she would bring**
6 **stuff out to the job sites?**

7 A. Yes.

8 **Q. Have you -- do you know what "carded"**
9 **means?**

10 A. Yes.

11 **Q. What does carded mean to you?**

12 A. When a BA comes onto a job site --
13 they do it to every trade -- they check you for
14 your card, like I have -- do you want me to
15 show you mine?

16 **Q. Yeah. When you say "your card," you**
17 **mean your union card?**

18 A. Yes.

19 **Q. And what does BA mean?**

20 A. Business agent. This is what they
21 would look for. That one might be out of date
22 because I know I have one on the kitchen table
23 right now, but they also check this. This is
24 what has my certifications on it.

1 **Q. Okay. That was my next question.**

2 **Ever paid cash --**

3 A. No.

4 **Q. -- for non -- for something other than**
5 **like tool reimbursement?**

6 A. No.

7 **Q. Did you ever receive tool**
8 **reimbursement from when you worked with Midwest**
9 **Dock Solutions?**

10 A. No.

11 **Q. Okay.**

12 **And then, now, switching to**
13 **when you worked for -- get paid by Dock & Door,**
14 **how do you get paid for Dock & Door?**

15 A. Direct deposit.

16 **Q. Same thing?**

17 A. Yes.

18 **Q. And have you ever been paid in cash**
19 **for something other than a tool reimbursement?**

20 A. No.

21 **Q. Okay.**

22 **And you only received cash**
23 **for tool reimbursement the one time; is that**
24 **correct?**

1 A. Yes, the one time.

2 **Q. Did you have to fill in -- when you**
3 **handed in your receipt to get the reimbursement**
4 **for the vacuum that you -- shop vac that you**
5 **purchased, did you have to fill anything out,**
6 **or did you just give Sherri the receipt?**

7 A. I didn't fill anything out, no. I can
8 hardly remember if I even gave her the receipt.
9 I think it was just good word.

10 **Q. And you said you don't have access to**
11 **a credit card for any purchases, right?**

12 A. I do not, no.

13 **Q. Are you aware that other employees do**
14 **have a credit card for making company work**
15 **purchases?**

16 A. Yes.

17 **Q. Do you drive -- do you drive the**
18 **trucks at all?**

19 A. Every once in awhile.

20 **Q. Okay.**

21 **Did you have to do anything**
22 **to get put on the insurance to drive the**
23 **trucks?**

24 A. No.

1 (WHEREUPON, the document was
2 marked Plaintiff's
3 Exhibit 38 for identification,
4 as of 6/16/25.)
5

6 BY MR. McJESSY:

7 **Q. Sir, just so the record's clear, I've**
8 **handed you what we've marked as Exhibit 38.**

9 **Those are the three cards**
10 **that you showed me when I asked you about being**
11 **carded, correct?**

12 A. Yep.

13 **Q. And just so the record's clear, can**
14 **you tell me what the first page is, second page**
15 **is, and third page is?**

16 A. First page is your training card, so
17 when I complete classes. If you scan that QR
18 code, it shows you what classes I've completed
19 and what certifications I have through those
20 said classes, but not every class do you get a
21 certification.

22 **Q. Okay.**

23 **So -- but it would show what**
24 **classes you completed even if you didn't get a**

1 **Q. Do you take the trucks home?**

2 A. No. I may have once or twice. But, I
3 mean, I don't have my own, so, no.

4 **Q. Some of the guys do have their own**
5 **trucks, though, right?**

6 A. They do, yes.

7 **Q. And they take the trucks. And they,**
8 **then, drive them to the job sites, correct?**

9 A. Yes.

10 **Q. All right.**

11 **But for the most part, you**
12 **just drive to the job site on your own in your**
13 **own vehicle?**

14 A. Yes. But sometimes they'll pick me
15 up. Like some guys are -- they're on the --
16 like I'm on the road out of the State of
17 Indiana, so they sometimes come and pick me up.

18 **Q. Okay.**

19 **Let me give you back the**
20 **cards -- oh, let me give you back the cards**
21 **that you showed me.**

22 A. Yes, sir.
23
24

1 **certification?**

2 A. Yes. It just shows like what your
3 knowledge is.

4 **Q. Okay.**

5 A. And then the next one?

6 **Q. Yeah.**

7 A. That's just a 30-hour OSHA card.

8 **Q. Okay.**

9 A. Showing that you can safely perform
10 tasks on a union job site.

11 And the last card is my
12 quarterly membership card, which I pay every
13 three months to stay an active, good-standing
14 member of the union.

15 **Q. Okay.**

16 **And so when I was asking you**
17 **if you were familiar with being carded, you**
18 **described for me the BA coming on the job site**
19 **and asking for your union membership.**

20 **This is what you would show**
21 **him?**

22 A. This is what I would show them.

23 **Q. The third page?**

24 A. Yes, of the orange card.

Q. And have you ever been on a job site working for Dock & Door where you've been carded?

A. Yes.

They give you T-shirts and stickers sometimes. It's fun.

Q. They give you T-shirts and stickers?

A. Yeah, for your hard hat.

Q. Oh, who -- who gives you those?

A. The BA guys. They usually keep like stickers, like the little weird cool thing we do. You get to decorate your hard hat in stickers.

Q. Okay.

A. Yeah.

(WHEREUPON, the document marked Plaintiff's Exhibit 21 for identification was tendered to the deponent.)

BY MR. McJESSY:

Q. And so if you turn to Exhibit 21 in the book in front of you there --

And then they give you a job site sticker?

A. Yes, which would be like -- so for the Morgan/Harbour job, it would -- the sticker would say MHC, and then there would be number under it. It would be like a circle sticker, and it would be -- like your number would be what you are. So just, for instance, say I was 097. Then it goes back to the paperwork of the Morgan/Harbour guy. So if he sees 097, he knows it's me.

Q. Oh, he knows it's specifically you?

A. Yes.

Q. Okay.

Not just that it's Dock & Door or whatever. It's specifically you?

A. Yes. Everybody's specifically labeled.

Q. I see. Okay.

A. So like that 0979, that probably indicates that if that is Mike, then the guys know that that's Mike.

Q. I see.

A. Yes.

Q. -- do you recognize those two people?

A. I think that's Mike on the left. I don't know the other guy.

Q. Okay.

Mike?

A. Richert.

Q. Richert?

A. Yeah. It looks like him.

Q. Okay.

A. I think.

Q. And are the stickers on their hard hats the kind of stickers you were referring to?

A. No. Those are just job site stickers. So those ones, it looks like, are -- so when you also go to a union job site, you have to go to a meeting. And they go through a safety course just to make sure everything is all in sync, and they'll tell you like certain hazards that are on the job site and what to look out for. And then once you get that sticker, then like you're qualified to be on said job site.

Q. Okay.

And then on the one sticker to the right of that, it looks like it says 138.

Same thing?

A. Yeah, that looks -- I think that says CORE, which is another contractor.

Q. Okay.

Is that a union contractor?

A. Could be. I'm not sure. I'm not familiar with the names.

(WHEREUPON, the document marked Plaintiff's Exhibit 22 for identification was tendered to the deponent.)

BY MR. McJESSY:

Q. Okay.

And if you turn to the next page, Exhibit 22 --

A. Yes.

So, yeah, those are the stickers I'm talking about.

Q. Okay.

1 **Which one in particular?**

2 A. It says millwright Chicago. I think,
3 that one.

4 **Q. Oh, right in the middle?**

5 A. So it would be similar to that. And,
6 let's see. And then the local. This sticker
7 right there, it says Local 578. So that would
8 be a sticker that they would have. So like say
9 we were in Chicago Heights. Chicago Heights is
10 Local 272. They would have a stack of
11 stickers, and they're just given to us.

12 **Q. I see.**

13 **So -- and the two stickers**
14 **you pointed to -- the first one was the one**
15 **right in the middle that's red and white, and**
16 **the second one you pointed to is the one on the**
17 **left.**

18 A. With the American flag?

19 **Q. Yeah, that's like orange --**

20 A. Kind of.

21 **Q. -- orange and red and blue?**

22 A. Yeah.

23 **Q. Yeah. All right. All right.**

24 **And when I asked you about**

1 **Q. All right.**

2 **Do you -- do you do any work**
3 **at that location?**

4 A. No.

5 **Q. All right.**

6 **Did you when you worked for**
7 **Midwest Dock Solutions?**

8 A. Yes.

9 **Q. And what did you do, then?**

10 A. Sweep the floors.

11 **Q. Okay.**

12 **Keep it clean and neat?**

13 A. Ah-huh. Yep.

14 **Q. Okay.**

15 **What kind of supplies are**
16 **kept at the warehouse?**

17 A. Anchors, LDTs, which is just a
18 different type of anchor, material such as like
19 springs, shafts, door panels, but I don't know
20 who they're for. Yeah, and seals.

21 **Q. Dock seals?**

22 A. Yes, and docks.

23 **Q. All right.**

24 A. That's about it.

1 **the office address earlier, if I said 27 East**
2 **36th Place in Steger, does that sound right?**

3 A. That's it, yeah.

4 **Q. Okay.**

5 **And both companies work out**
6 **of that same location?**

7 A. Yeah.

8 **Q. And do you regularly go to that**
9 **location?**

10 A. Often, yes.

11 **Q. Okay.**

12 **And, I mean, just**
13 **approximately how often would you go there?**

14 A. Maybe twice a week.

15 **Q. All right.**

16 **And what for?**

17 A. To get picked up.

18 **Q. Oh, okay.**

19 **That's where you meet people**
20 **there?**

21 A. Yeah, if they're not on the way to my
22 house.

23 **Q. Okay.**

24 A. If they're out of the way.

1 **Q. And does -- well, strike that.**

2 **Your work for Midwest Dock**
3 **Solutions -- I don't think I asked. What --**
4 **what principally do you do? Or, I'm sorry, for**
5 **Dock & Door. You're working for Dock & Door.**
6 **What kind of work do you do for Dock & Door?**

7 A. New installs, such as like those dock
8 seals, putting in the dock doors, track guards,
9 sometimes help with docks, shelters. That's
10 about it.

11 **Q. Okay.**

12 **And when you say "help," do**
13 **you -- do you weld?**

14 A. I can. But they don't really let me,
15 no.

16 **Q. Okay.**

17 **Welding, too, I think is a**
18 **bit of an art form.**

19 **Are you -- are you learning**
20 **to weld, or are you good at it? How would you**
21 **describe your welding abilities?**

22 A. Sometimes they let me do it.
23 Sometimes they let me do it. But not on my
24 own, no.

1 **Q. Would you say you're being trained to**
 2 **do it?**
 3 A. In a way, yes.
 4 **Q. I mean, you get some on-the-job**
 5 **experience?**
 6 A. Some, yes.
 7 **Q. Okay.**
 8 **But you do it under the**
 9 **supervision of somebody else who's sort of**
 10 **watching what you're doing?**
 11 A. Yes.
 12 **Q. Okay.**
 13 **Are there -- are there**
 14 **certain welds that are more complicated than**
 15 **other welds?**
 16 A. I don't -- I couldn't really get into
 17 the specifics, but, yes.
 18 **Q. Well, where I was going with it, what**
 19 **I was going to ask you is, like, do they let**
 20 **you do the easy welds but not the harder welds**
 21 **or --**
 22 A. Yes.
 23 **Q. Does that -- does that make sense?**
 24 A. Yes, it does. Yeah, I would -- yeah,

1 I would say I do the easier welds.
 2 **Q. Okay. All right.**
 3 **And the materials that are**
 4 **kept at the warehouse, are some of those used**
 5 **on jobs for Dock & Door?**
 6 A. No, just the hardware, like the LDTs
 7 and anchors.
 8 **Q. Okay.**
 9 **Well, that's what I was going**
 10 **to ask.**
 11 **So the LDTs and anchors would**
 12 **be used on -- maybe on Dock & Door job sites?**
 13 A. Yes.
 14 **Q. Would they also be used on Midwest**
 15 **Dock Solutions' job sites?**
 16 A. If they do use them, probably. I
 17 don't know.
 18 **Q. You're not sure?**
 19 A. No.
 20 **Q. All right.**
 21 **Most of the products for the**
 22 **job sites you work on for Dock & Door, are most**
 23 **of the products delivered directly to the job**
 24 **site from the manufacturer?**

1 A. All of it.
 2 **Q. All of it is?**
 3 A. Yes.
 4 **Q. All right.**
 5 **And those are the labels that**
 6 **you were describing for me earlier?**
 7 A. Yes, the shipping labels.
 8 **Q. Okay.**
 9 **And would anybody's name be**
 10 **on those other than Ira's name?**
 11 A. Not that I've seen, no.
 12 **Q. Okay.**
 13 **Are you aware -- you said you**
 14 **thought Ira was the salesman for Midwest Dock**
 15 **Solutions, correct?**
 16 A. I mean, I just kind of assumed because
 17 like I said it's -- it's confusing because
 18 we're all in the same building, so I don't -- I
 19 don't know like the specifics. I just work,
 20 really. I don't know.
 21 **Q. All right.**
 22 A. I don't really get much into the shop.
 23 **Q. Okay.**
 24 **And do you know, are there**

1 **any other salespersons?**
 2 A. I know there's Steve. I've seen him
 3 around. But I don't do work for Steve.
 4 **Q. Okay.**
 5 **Do you know what Steve's last**
 6 **name is?**
 7 A. No. No.
 8 **Q. All right.**
 9 **Anybody else?**
 10 A. That's as far as I know, yes.
 11 **Q. All right. All right.**
 12 **We've been going a little**
 13 **over an hour. You didn't say you want a break,**
 14 **but I'd like a break.**
 15 A. Okay. Sounds good.
 16 **Q. So let's take a five to ten-minute**
 17 **break, and then we'll pick back up.**
 18
 19
 20
 21
 22
 23
 24

(After a break from 10:19 a.m. to 10:29 a.m., the deposition was resumed as follows:)

(WHEREUPON, the document marked Plaintiff's Exhibit 15 for identification was tendered to the deponent.)

BY MR. McJESSY:

Q. All right.

If you could turn to Exhibit

15. Yep.

Do you see the shirt that that gentleman is wearing?

A. Yes.

Q. And it says -- I think, on the front, it says Midwest Dock Solutions in small letters on the upper left-hand side of the chest.

Is that fair?

A. Yes.

Q. And then it says Midwest Dock, obviously, on the back of it, correct?

A. Yes.

And so have you worn the Midwest Dock Solutions shirts when you've been working on Dock & Door jobs?

A. Yes.

Q. All right.

And part of that is to comply with that requirement of wearing brightly-colored clothing, correct?

A. Yeah. As long as you have like -- I mean, it doesn't matter what's on the shirt on those jobs. It's just as long as it's a high vis, so it can also be an orange.

Q. Okay.

Does Midwest Dock Solutions have orange shirts?

A. They have had them before. I don't have any, though.

Q. Okay.

You have the green ones?

A. I do, yes.

Q. All right.

Are there shirts that are Dock & Door Install branded shirts?

A. Not that I know of, no.

Q. Did you ever receive shirts like that?

A. Yes. They have a little collection thing of them at the shop.

Q. Okay.

A. I just ask for them because they're shirts I can tear up.

Q. Okay.

And -- oh, I was going to ask, have you ever worn shirts like that?

A. Yeah. I mean, I wear shirts like that. I wear shirts that -- I don't know if I have a Morgan/Harbour one. But if I do, I would wear those -- like those, too. I mean, I just wear what I can get dirty.

Q. All right.

And -- well, on union job sites, you're required to wear shirts with bright -- bright shirts, correct?

A. Yes.

Q. Okay.

And would these be considered like bright shirts?

A. Yes.

Q. Okay.

Q. All right.

Oh, earlier I had asked you about being carded on a job site.

Do you recall what the -- and you mentioned it happened, at least, once.

Did it happen more than once that you can recall or just the once?

A. It's happened more than once.

Q. And do you recall what the job sites were that you were working on when it's happened?

A. No. I couldn't recall them.

Q. Can you recall who the GC was on the job site?

A. Not his name, but the company, I could -- possibly, one of the Morgan/Harbour ones. I think I got one at a Premier job and, maybe, a Sanders Farm job.

Q. Sanders Farm, is that -- was that Pepper Construction?

A. It could be, yes.

Q. Okay.

Sanders Farm was the project site, correct?

1 A. Yes.
 2 **Q. All right.**
 3 **And you said Premier?**
 4 A. Yes.
 5 **Q. Was that also the project site, or was**
 6 **that the GC?**
 7 A. That was -- the project site would be
 8 just the company hiring, if that's what you
 9 mean by that.
 10 **Q. Yeah. It would be the GC.**
 11 **Okay. Let's see.**
 12 A. And ARCO Murray.
 13
 14 (WHEREUPON, the document marked
 15 Plaintiff's Exhibit 37 for
 16 identification was tendered to
 17 the deponent.)
 18
 19 BY MR. McJESSY:
 20 **Q. All right.**
 21 **If you look at the April 20,**
 22 **2023, to April 26, 2023, time sheet in Exhibit**
 23 **36 --**
 24 MR. HUGHES: What dates, Kevin? I'm

1 sorry.
 2 MR. McJESSY: April 30, 2023, to
 3 April 26, 2023.
 4 MR. HUGHES: That's Exhibit 37.
 5 MR. McJESSY: Of Exhibit 36. Oh,
 6 37. I'm sorry. You're right. The time sheet
 7 exhibit.
 8 THE WITNESS: April what? I'm
 9 sorry.
 10 BY MR. McJESSY:
 11 **Q. April 20, 2023. Let me know when**
 12 **you're there.**
 13 A. What was the number of the day again,
 14 22?
 15 **Q. Actually --**
 16 A. 20? 20 to 26?
 17 **Q. It's right in the middle of the page.**
 18 **I'm trying to see what Bates it is. Oh,**
 19 **twenty --**
 20 A. I've got it here, yeah.
 21 **Q. 24th, maybe?**
 22 A. Yeah. I think I have your page.
 23 **Q. It's Merrillville, Sanders Farm?**
 24 A. Yeah, Merrillville.

1 **Q. And it says ARCO?**
 2 A. Yep.
 3 **Q. All right.**
 4 **So it was an ARCO Murray job?**
 5 A. Yes.
 6 **Q. All right.**
 7 **Sanders Farm.**
 8 A. From my knowledge. Some -- some of
 9 these can be incorrect. Sometimes I -- like
 10 filling out these time sheets, they couldn't
 11 all be correct.
 12 **Q. Okay.**
 13 **As far as what -- what would**
 14 **be wrong?**
 15 A. The -- the name of the company, ARCO.
 16 So, I mean, I don't -- I'm not saying like all
 17 of them are wrong, but sometimes I just put
 18 what I think to the best of my knowledge
 19 because I don't really -- I don't know how they
 20 do the time sheets. So I feel like as long as
 21 they have the town, and that's how I fill them
 22 out. Like you'll notice as I -- as you
 23 progress through these dates, you'll lose like
 24 that ARCO and that Ira. It will just start

1 turning into just a town.
 2 **Q. Okay.**
 3 **And I did sort of notice**
 4 **that, that Ira disappears off of them.**
 5 A. Yeah. I think it's more just like
 6 laziness, and I don't think I even needed to
 7 put that.
 8 **Q. All right.**
 9 **And -- all right. But**
 10 **Sanders Farm would have been -- Merrillville**
 11 **would have been accurate, as far as you know,**
 12 **correct?**
 13 A. Yes.
 14 **Q. All right.**
 15 **And then Sanders Farm was the**
 16 **name of a project, correct?**
 17 A. Yes. That is right. I remember that.
 18 **Q. All right.**
 19 **And you think that may be one**
 20 **of the locations where you got carded?**
 21 A. Yes.
 22 **Q. All right.**
 23 **So you mentioned about three**
 24 **them. I think, Sanders Farm, Premier, and**

1 **there was one other one. I don't recall.**
 2 A. ARCO Murray was another one.
 3 **Q. Okay.**
 4 **Do you know which ARCO Murray**
 5 **project?**
 6 A. No. I don't know exactly like where I
 7 was like carded at, but those are like some
 8 names that I remember. I mean, they're just
 9 random when they show up.
 10 **Q. Okay.**
 11 A. As far as I know.
 12 **Q. And did you have your card with you on**
 13 **each occasion when you were carded?**
 14 A. Yes.
 15 **Q. All right.**
 16 **Are you familiar with the**
 17 **e-mail extension, @midwestdocksolutions.com?**
 18 A. No.
 19 **Q. All right.**
 20 **Do you communicate by e-mail**
 21 **with anybody regarding your work for**
 22 **Dock & Door?**
 23 A. No. The only time I've ever gotten
 24 emails from them was from when we were going

1 **phone?**
 2 A. Yes.
 3 **Q. All right.**
 4 **You don't get them by email?**
 5 A. No.
 6 **Q. All right.**
 7 **Other than the original**
 8 **emails when you were getting set up, would you**
 9 **have had any subsequent emails after that**
 10 **regarding your work?**
 11 A. No. And I don't even think it was
 12 Midwest. Like I think they were just CC'ing me
 13 on the union's behalf.
 14 **Q. Okay.**
 15 A. Because the union was the one sending
 16 said emails.
 17 **Q. All right.**
 18 **Well, if you can provide me**
 19 **with whatever communications you had, that**
 20 **would be great.**
 21 A. Yep.
 22 **Q. And were you ever provided with a**
 23 **company cell phone?**
 24 A. No.

1 through the hiring process of taking those
 2 tests, and I don't even know what email that
 3 was sent from.
 4 **Q. Okay.**
 5 **Do you think you would still**
 6 **have those emails?**
 7 A. Possibly.
 8 **Q. All right.**
 9 **If you --**
 10 A. I can --
 11 **Q. If you do, can you check for those**
 12 **emails?**
 13 A. Yeah, you decided you want that also.
 14 And then you want me to put
 15 those in that e-mail I'm going to send you
 16 later.
 17 **Q. Yeah, please. And it seems like it**
 18 **should be fairly easy to locate the month or so**
 19 **when those would have been sent, I'm guessing.**
 20 A. Yeah. And I think I have some of it
 21 starred.
 22 **Q. Okay.**
 23 **And I take it that you get**
 24 **your job assignments by text message or by**

1 **Q. You have a -- you have a cell phone,**
 2 **correct?**
 3 A. I do.
 4 **Q. And what's your cell phone number?**
 5 A. (219) 902-7790.
 6 **Q. All right.**
 7 **And who's your cell service**
 8 **provider? Like AT&T, Verizon, T-Mobile?**
 9 A. T-Mobile.
 10 **Q. And how long have you had that number?**
 11 A. Oh, boy.
 12 **Q. A long time?**
 13 A. Yeah.
 14 **Q. Since high school?**
 15 A. Since 5th grade.
 16 **Q. Oh, gees.**
 17 A. Maybe even 4th. So that would be --
 18 **Q. Nice.**
 19 A. -- like 2012, 2011.
 20 **Q. All right.**
 21 **How do you get your job**
 22 **assignments?**
 23 A. Oh, who do -- like through text?
 24 **Q. Is that -- do you get them like daily**

1 **by text or --**

2 A. Oh, yeah. Yes, yes. We don't have
3 like a schedule. We just have a -- I mean, I
4 don't know if they have a schedule in the
5 office, but we just receive it the day -- or
6 the day before, around like 4:00 p.m.

7 **Q. Fairly consistent since you started**
8 **there?**

9 A. Yeah, for the most part. Some days
10 are later. Some days are earlier.

11 **Q. No, I get that. But pretty much the**
12 **day before?**

13 A. Oh, yes. Yes.

14 **Q. Late in the afternoon you get a text**
15 **message that tells you where to be the next**
16 **day?**

17 A. Yes.

18 **Q. And does it give you a job site, or**
19 **would it say come to the -- you know, come to**
20 **the warehouse and you'll get picked up and you**
21 **may not know where you're going, or do you**
22 **always know where you're going?**

23 A. I usually -- well, yeah. I always
24 know where I'm going. But then they'll send

1 from.

2 **Q. All right.**

3 **And you got like a**
4 **brightly-colored Premier shirt?**

5 A. Yeah. The guy was super nice.

6 **Q. What color?**

7 A. Yellow.

8 **Q. All right.**

9 **And was it a -- two months is**
10 **quite a long time. Was it docks and doors you**
11 **were installing there?**

12 A. Just doors.

13 **Q. Just doors?**

14 A. Yeah. It was a big building.

15 **Q. I was going to -- I gather. How big?**

16 A. I don't know like the square footage,
17 but, probably. I think we had like over 200
18 doors.

19 **Q. All right. All right.**

20 **Do you know where in**
21 **Wisconsin? Was it Kenosha?**

22 A. Kenosha area. I think it was --
23 what's that other one? Prairie -- Prairie --
24 MR. HUGHES: Pleasant Prairie?

1 the address, and they'll send the contact
2 information of like the GC or the head guy
3 there. And they'll also include me on who I'm
4 working with and if they're -- and then it's up
5 to me to go ahead and contact like, say, Dave.
6 I would text him or call him and say, meet at
7 shop or pick me up? And he would say, I'll
8 pick you up at 4:30 -- or not 4:30 -- 5:30,
9 6:00-ish, depending on the time, or meet at
10 shop at 6:00.

11 **Q. Got it.**

12 **And then -- I know this is a**
13 **bit of an approximation, but can you give me**
14 **some idea, like what's the longest period of**
15 **time you've worked at any given job that you**
16 **can recall?**

17 A. Two months.

18 **Q. Oh, quite a long time.**

19 A. Yeah, there was time where we were in
20 Wisconsin, and we were there for a little bit.

21 **Q. What was the job in Wisconsin? Who**
22 **were you working for?**

23 A. Oh, man. I want to say it was
24 Premier. That's where I got the Premier shirt

1 THE WITNESS: Pleasant Prairie,
2 yeah. In-between that area. I don't know the
3 exact address it was, but it was in-between
4 those two towns.

5 BY MR. McJESSY:

6 **Q. All right.**

7 **Do you -- were you working**
8 **with the same person up there?**

9 A. For the most part. Some people were
10 coming in and out. And then I had left for
11 vacation for a week during that time period.
12 So I was gone for a week, and they had some
13 other people out there.

14 **Q. Who were you principally working with?**

15 A. Richard.

16 **Q. Mahone?**

17 A. No. Richard Mantoan, yes. And then
18 Collin Zarlengo, and there was another guy.
19 What was his name? What was his name? I can't
20 think of his name. I forget his name. Eric.
21 That's his name. I don't know his last name,
22 though.
23
24

1 (WHEREUPON, the document marked
2 Plaintiff's Exhibit 29 for
3 identification was tendered to
4 the deponent.)

5
6 BY MR. McJESSY:

7 **Q. Let's see.**

8 **If you go to Exhibit 29 --**

9 A. Exhibit 29?

10 **Q. Eric Jansma?**

11 A. That might be him, yep.

12 **Q. Eric Pool?**

13 A. I think it was Jansma because he had

14 A. J. on his tools.

15 **Q. Who do you usually get the text
16 messages from, where to go for each day?**

17 A. Mainly, Tony Brutti and sometimes Ira.

18 **Q. Okay.**

19 A. But they're all like included. It's
20 like a group chat.

21 **Q. I got it.**

22 **The time sheets we were
23 looking at --**

24 A. Yes, sir.

1 iPhone.

2 **Q. Okay.**

3 **Well, if you could turn to
4 like 11/9/23.**

5 A. Yes.

6 **Q. All right.**

7 A. Oh, yeah.

8 **Q. And is that -- did you prepare this?**

9 **The printed part, not the
10 handwritten part.**

11 A. Yes. This is a screenshot from my
12 phone.

13 **Q. Okay.**

14 **And then how about the
15 handwriting on this page?**

16 A. That was probably Tony Brutti.

17 **Q. Okay.**

18 **It's not your handwriting?**

19 A. No.

20 **Q. Okay.**

21 **And so this is -- sometimes
22 when you don't have a time sheet, is this how
23 you send your time in?**

24 A. Yes.

1 **Q. -- the form of -- the basic form of
2 the time sheet --**

3 A. Yes.

4 **Q. -- like not the handwritten part, but
5 the printed part -- where did you get those
6 time sheets?**

7 A. There's a stack of them on the desk at
8 the shop.

9 **Q. All right.**

10 **And whose desk?**

11 A. I think it's just like a lunch desk.

12 **Q. Okay.**

13 **In like the lunchroom?**

14 A. Yes.

15 **Q. All right.**

16 **And so you pick them up from
17 there?**

18 A. Yes.

19 **Q. All right.**

20 **And is that still the
21 process?**

22 A. Yeah. It's still -- it's a process.
23 But like I've said, I've gotten a little lazy
24 about it, so mine are all on the notes on the

1 **Q. Okay.**

2 **You just prepare it on your
3 phone and then text it to him?**

4 A. Yep.

5 **Q. And who do you send your time to on a
6 regular basis?**

7 A. Tony Brutti.

8 **Q. Other than the time sheets and the --
9 the note, the iPhone note example there, do you
10 keep any other -- do you keep track of your
11 time in any other way?**

12 A. No.

13 **Q. All right.**

14 **And you said you receive a
15 W-2 form; is that right?**

16 A. I think so, yes.

17 **Q. Okay.**

18 **You're not sure?**

19 A. That's standard, right?

20 **Q. Yeah. That would be like standard for
21 an employee.**

22 A. Yeah.

23 **Q. All right.**

24 **And does that come to you, or**

1 does that go to your mom? How do you -- do you
2 know what happens, how you get that?

3 A. It comes to my parents' house where I
4 live.

5 **Q. Okay.**

6 And you receive -- since
7 you've been working for Dock & Door, you
8 receive hourly union scale?

9 A. Yes.

10 **Q. All right.**

11 To your knowledge, have all
12 of your fringe benefits been paid?

13 A. Yes, as far as I know.

14 **Q. Okay.**

15 Do you still have in front of
16 you what's been marked as Exhibit 29?

17 A. Yes.

18 **Q. Can you look through that list and
19 tell me who on this list you recall working
20 with since you've been working for Dock & Door?**

21 A. Okay.

22 So just -- do you want me to
23 tell you the number or just a name?

24 **Q. You can give me a number.**

1 So you're not sure if it's,
2 for example, thirty-four or --

3 A. Sixty.

4 **Q. Sixty. Okay.**

5 A. And 88.

6 **Q. All right.**

7 And, now, when you worked for
8 Midwest Dock Solutions while you were in high
9 school, can you remember working with anybody
10 on this list?

11 A. Thirty-five. That's it for the first
12 page. Fifty-eight. Well, I guess, he just had
13 me do stuff at the shop, so kind of worked with
14 him but not in the field.

15 **Q. Oh, okay.**

16 That's your neighbor, Michael
17 Richert, correct?

18 A. Yes.

19 Oh, back to the union side, I
20 worked with 59.

21 **Q. Oh, okay.**

22 A. For Dock & Door.

23 **Q. David Richert?**

24 A. Yeah.

1 A. All right.

2 One.

3 **Q. Okay.**

4 A. Three is, obviously, me. Twenty-four.
5 Twenty-seven. Thirty-four, I think. I only
6 worked with him once.

7 **Q. Okay.**

8 That's Jonathan --

9 A. If that is his right -- yeah, if that
10 is him. I only see one Jonathan, so I'm going
11 to assume it's him. And forty-two.

12 Is there another page?

13 **Q. Yeah.**

14 A. Holy crap. Forty-five. I don't know
15 which Jose is who, but I think one is Jose, the
16 right Jose. Yeah. I'm going to go with this
17 one.

18 **Q. Okay.**

19 A. Oh, there's another Jonathan.

20 **Q. You worked with a Jonathan. You're
21 just not sure if it's --**

22 A. Yeah. I'm not sure what his last name
23 was.

24 **Q. Okay.**

1 **Q. Okay.**

2 A. Sixty-eight for Midwest.

3 **Q. All right.**

4 A. I don't know if he had a different
5 name, like a different government name, but
6 there was also a Rick that I worked with.

7 **Q. There's a Richard Kardosh at number
8 30.**

9 A. Could be him.

10 **Q. All right.**

11 Somebody named Rick, though?

12 A. Yeah.

13 **Q. And that was with Midwest Dock
14 Solutions?**

15 A. Yes. That's when I was --

16 **Q. Anybody who's not on here that you
17 recall having worked with, either at Midwest
18 Dock Solutions or Dock & Door?**

19 A. No, not to my knowledge.

20 Did I say 31 for Midwest?

21 **Q. You did not.**

22 A. Yeah.

23 **Q. So 31, Dylan Kelly, you worked with
24 him at Midwest Dock Solutions?**

1 A. Yeah, and 32. I think James is his
2 dad or -- yeah, James is his dad. And then 33
3 for Door Install, Dock & Door Install. I
4 worked with him as well.

5 **Q. So Nick Kelly you worked with at**
6 **Dock & Door?**

7 A. Yes.

8 **Q. Dylan and James Kelly you worked with**
9 **at Midwest Dock Solutions?**

10 A. Yes.

11 **Q. Okay.**

12 **And to your knowledge, are**
13 **Dylan, James, and Nick Kelly related?**

14 A. Yeah. Dylan and Nico are brothers,
15 and then I want to say James is their dad.

16 **Q. Okay. All right.**

17 **And I think you answered the**
18 **question, but I want to make sure. I may have**
19 **forgotten.**

20 **Are there -- is there anybody**
21 **else who you recall working with at either**
22 **Midwest Dock Solutions or Dock & Door who's not**
23 **on the list?**

24 A. No. I don't recall --

1 stuff and what I said before.

2 **Q. Okay.**

3 **The time sheets tells you --**
4 **he and Ira both give you directions on where to**
5 **be.**

6 **Does Anthony -- correct?**

7 A. Huh?

8 **Q. He and -- strike that.**

9 **You also said Tony Brutti and**
10 **Ira also both give you directions sometimes on**
11 **where to be, correct?**

12 A. Correct.

13 **Q. Does Anthony Zarlengo have any**
14 **involvement in that?**

15 A. No.

16 **Q. Okay.**

17 **To your knowledge, what does**
18 **Tony Zarlengo do?**

19 A. I don't know. I know he focuses more
20 on like stuff with like meetings and stuff with
21 the Midwest guys. I don't think he really does
22 much for Door Install.

23 **Q. Okay.**

24 **Other than meetings with the**

1 **Q. Okay.**

2 A. -- seeing anybody that's not on there.

3 **Q. To your knowledge, does Dock & Door**
4 **have any estimators?**

5 A. No. I wouldn't even know.

6 **Q. All right.**

7 **And -- and that's fair.**

8 **To your knowledge, does**
9 **Dock & Door have any office staff, like**
10 **secretaries or anybody like that?**

11 A. No, not that I know of.

12 **Q. What does Tony Brutti do for**
13 **Dock & Door?**

14 A. As far as I know, he's the president,
15 and he just makes sure we work and make sure
16 like if we have anything, like school wise or
17 anything like that, he lets us know of it.

18 **Q. Anything else?**

19 A. No.

20 **Q. All right.**

21 **And that's the extent of your**
22 **interaction with Tony Brutti, is on those**
23 **items?**

24 A. Pretty much. Just the time sheet

1 **Midwest guys, anything else you can think of he**
2 **does?**

3 A. No.

4 **Q. Okay.**

5 **How about Michael Richert?**
6 **What does he do?**

7 A. Nothing.

8 MR. McJESSY: Off the record.

9

10 (There was a discussion off
11 the record.)

12

13 THE WITNESS: He's more of the guy
14 that you call when you have a question. He's
15 more of like a guy you'd call if you have a
16 question because he's more of like a field guy,
17 and I'd look at Tony as more of an office guy.
18 BY MR. McJESSY:

19 **Q. By "a field guy," you mean like on job**
20 **sites?**

21 A. Yeah. Because from my understanding,
22 Mike was like the first employee slash owner of
23 the company. So from my understanding, he like
24 started off doing all of the work, so like

1 he's -- if you ever have a question about
 2 anything, he's the guy to ask, to an extent,
 3 more of a -- he's more of a dock guy, so he
 4 talks to the service guys way more, the Midwest
 5 guys more.
 6 **Q. Would he also, though, be somebody you**
 7 **could ask questions about doing door**
 8 **installation work?**
 9 A. Nah.
 10 **Q. Have you -- do you know who Gineris &**
 11 **Associates is?**
 12 A. I do not.
 13 **Q. Is the address on the subpoena your**
 14 **current address?**
 15 A. Yes.
 16 **Q. All right.**
 17 **Do you have any -- oh, last**
 18 **four digits of your social security number.**
 19 A. Oh, crap.
 20 **Q. All right.**
 21 **Based on that response,**
 22 **I'll -- I'll assume you're not sure.**
 23 A. No, I'm not.
 24 **Q. Okay.**

1 questions, I may have some follow-ups based on
 2 whatever they ask.
 3 THE WITNESS: Okay.
 4 MR. HUGHES: Just give me a couple
 5 minutes here. I may have one or two. I don't
 6 think I'll have many.
 7 THE WITNESS: Okay.
 8 MR. HUGHES: You don't have any?
 9 MS. CAHILL: I don't have any, no.
 10 MR. HUGHES: Okay.
 11 I just have a couple.
 12
 13 EXAMINATION
 14 BY MR. HUGHES:
 15
 16 **Q. How are you doing?**
 17 A. Good. How are you doing?
 18 **Q. Good.**
 19 **Let me introduce myself**
 20 **again. I'm Mike Hughes. I represent Midwest**
 21 **Dock Solutions.**
 22 A. Okay.
 23 **Q. I just have a couple questions. I'll**
 24

1 **Let's skip that, then,**
 2 **because I don't want you to give me the wrong**
 3 **numbers.**
 4 **Your date of birth?**
 5 A. September 8, 2002.
 6 **Q. And do you have any present intention**
 7 **to move from your current address?**
 8 A. Not at the moment, no.
 9 **Q. All right.**
 10 A. Home cooked meals are good enough for
 11 me.
 12 **Q. All right.**
 13 **Give me just a couple minutes**
 14 **to look through my exhibits. I may be done.**
 15 A. Okay.
 16
 17 (After a break from 10:58 a.m.
 18 to 10:59 a.m., the deposition
 19 was resumed as follows:)
 20
 21 MR. McJESSY: All right.
 22 We can go back on the record.
 23 All right. I don't have any
 24 other questions. If -- if counsel has other

1 **try to get you out of here.**
 2 **You had talked about the --**
 3 **the retrofit work that Midwest Dock Solutions**
 4 **does?**
 5 A. Yes.
 6 **Q. And I think you said you wouldn't know**
 7 **how to do that work?**
 8 A. No. I wouldn't know.
 9 **Q. Why not?**
 10 A. I -- because they like -- they
 11 essentially like -- they're like -- I mean, I
 12 guess I could, but -- if I learned it -- but
 13 not really because, I mean, they do -- they
 14 like -- the way they're doing the work is like
 15 they're like cutting things, too. Like say
 16 you've got a square and you're coming with a
 17 triangle. They make the triangle fit in the
 18 square, and I don't know how to do that.
 19 **Q. Okay.**
 20 **And I believe you said**
 21 **there's different rigging that they have on**
 22 **their truck?**
 23 A. Yeah. So -- I mean, they're like
 24 taking apart old stuff. So I mean, like

1 through time, stuff is rusty. I don't like
2 have tools. So like they use like torches a
3 lot to heat things up and turn it into liquid
4 and take it apart. They're constantly like
5 cutting stuff, like old metal and whatnot. And
6 then it's just more so like -- it's just more
7 tedious in a way, from my understanding.

8 **Q. Okay.**

9 **And you were on those jobs**
10 **when you were a helper?**

11 A. Yeah, pretty much.

12 **Q. Okay.**

13 A. But, I mean, I was more just like
14 standing watching and just going back and forth
15 handing tools and whatnot. I wasn't like --
16 they weren't teaching me.

17 **Q. Yeah.**

18 A. That was just like a helper.

19 **Q. And is that different than the type of**
20 **work you're doing for Dock & Door?**

21 A. Yes.

22 **Q. How so?**

23 A. So like what the Midwest guys are
24 doing, they're like taking down, taking apart

1 super low ceilings, so like just to get the
2 install in was like hard because like this is
3 your opening, and this is your -- the top of
4 the ceiling. So like it's very tight, and you
5 just have to make like certain cuts. And then
6 the new material and like -- I mean, when you
7 make a cut, it's permanent. So like I would be
8 second guessing myself a thousand times before
9 I made a second cut.

10 **Q. And for Dock & Door, the work that**
11 **Dock & Door does, does it involve any of that**
12 **type of guesswork?**

13 A. Yeah, no. It's just a flat wall on a
14 warehouse, and you just take a hammer drill and
15 just drill holes. You don't have to like make
16 any specific cuts, unless like you're doing
17 track guard. But, I mean, that's different
18 because like -- so the track guard is like this
19 big like metal beam that goes up about probably
20 up to here. And so like the fork truck
21 drivers, they won't like hit the track and
22 destroy the door and whatever. The most we'll
23 have to cut, there is like just a little notch
24 if there's like conduit in the way. But, I

1 stuff, and then like either adding on to that,
2 or like say you back in your garage door, you
3 break it, they take it apart, but like it's on
4 like a different level in the warehouses. So
5 like when they're like taking stuff apart, like
6 you'll probably just get a whole new door. The
7 people at these warehouses, they just want the
8 bottom one fixed. So they're going to go in
9 there, fix all of the other panels to a certain
10 point to where they can put a brand new one in.
11 And so that's like where the retrofitting comes
12 in is because they've got to pry and pull. And
13 then like the springs, too, like instead of
14 like -- I know instead of like taking down the
15 springs and whatever to get to those doors,
16 because the doors are always holding tension,
17 so they have like different tools. It's called
18 a come-along, which they will crank on the
19 cable, and it will make it loose on the bottom
20 so they can go and like take that stuff out.
21 It's just more stuff.

22 And then like, also, I
23 remember when I was in high school, we did like
24 a dealership or something, and it was like

1 mean, that's easy stuff there.

2 **Q. You talked about the visibility**
3 **shirts?**

4 A. Yes.

5 **Q. And it's your understanding that's an**
6 **OSHA requirement, correct?**

7 A. Yes, as long as you have high vis. So
8 you can wear a black hoodie, but you just have
9 to have a vest on that has reflective on it.

10 **Q. Right.**

11 **And that's not necessarily a**
12 **union requirement. That's an OSHA requirement,**
13 **correct?**

14 A. It's OSHA, yes.

15 **Q. And so MD, Midwest Dock, has to wear**
16 **high vis as well, correct?**

17 A. No. I don't think Midwest Dock would
18 need -- because, I mean, they're going on
19 like -- I mean, it just depends on the
20 building. Like when I was in high school, I
21 would go to these buildings and like you
22 wouldn't even need a hard hat. But like on my
23 jobs, you would need a hard hat, high vis.
24 Like what I wore in high school is I would

1 wear, jeans and like a black T.

2 **Q. Okay.**

3 **Is that --**

4 A. And that's fine.

5 **Q. Is that because it's your -- it's your**
6 **understanding it's not a construction site?**

7 A. Yes. So like Midwest Dock guys,
8 they're not even -- they're not really on like
9 construction sites, so to say, or new
10 construction sites. Like we're on new, and
11 they're big on the rules and stuff like that
12 because that's where all of the big money is
13 at, I guess. Anyway, I don't know.

14 **Q. You were asked about is there anybody**
15 **who works in the office for Dock & Door.**

16 **Do you remember that?**

17 A. Yeah.

18 **Q. Does -- does Tony Brutti work in the**
19 **office?**

20 A. I think so. I know he has a -- like a
21 little room that he goes out of and whatnot,
22 but I don't know what his day to day is.

23 MR. HUGHES: Okay.

24 That's all I have.

1 MR. McJESSY: You can't change your
2 testimony. If you said red and she wrote red,
3 then --

4 THE WITNESS: I can't say blue.

5 MR. McJESSY: You can't say blue.

6 THE WITNESS: Got it.

7 MR. McJESSY: But if you said red
8 and she wrote green, you can say, no, I said
9 red.

10 THE WITNESS: Okay.

11 MR. McJESSY: Okay.

12 So do you understand the
13 difference?

14 THE WITNESS: Yeah.

15 MR. McJESSY: You can reserve that
16 right and review the transcript, or you can
17 waive that right. I don't care what you do,
18 but the court reporter needs to know from you
19 which you want to do.

20 THE WITNESS: Oh, okay. So just --
21 she's going to email it to me, and then I just
22 like let her know.

23 MR. McJESSY: Yeah. Somehow it will
24 get transmitted to you. I think we can email

1 THE WITNESS: Yeah, but I know
2 they're in the same building.

3 MR. McJESSY: All right.

4 I have no follow-ups based on
5 that.

6 MS. CAHILL: Nothing for me.

7 MR. McJESSY: All right.

8 You're done. I'm going
9 reserve the right to recall you as a witness
10 just so -- to complete the deposition based
11 upon -- I want to make sure I get the documents
12 and then have a chance to look at those. Like
13 I said, I don't think it will be necessary to
14 do that. But just for the record, I'll reserve
15 that right.

16 I am going to order a copy of
17 the transcript from the court reporter, so
18 she'll type this up into a printed -- printed
19 form. You have the right to review that
20 transcript when she prepares it.

21 THE WITNESS: Okay.

22 MR. McJESSY: And you can note any
23 errors you believe occurred in transcription.

24 THE WITNESS: Okay.

1 it if you -- what's your email? Let's stay on
2 the record. What's your email address?

3 THE WITNESS:

4 Branbishop33@gmail.com.

5 MR. McJESSY: Yes. It can be
6 emailed to you, I'm sure.

7 THE WITNESS: Okay.

8 And then I'll just respond
9 back if I do have a --

10 MR. McJESSY: They attach a form
11 page that you fill out, and you put down like
12 the page and line number where you believe the
13 error occurred, and then you can make a -- you
14 know, what you think -- you can write down what
15 you think you said --

16 THE WITNESS: Okay.

17 MR. McJESSY: -- versus what the
18 transcription shows.

19 THE WITNESS: And then if there's
20 nothing, do I just don't even email back?

21 MR. McJESSY: You don't need to do
22 anything. It will be final and official
23 without you doing anything further.

24 THE WITNESS: Okay.

1 MR. McJESSY: All right.
2 So do you want to reserve
3 your right to review the transcript?
4 THE WITNESS: Sure.
5 MR. McJESSY: She just needs to
6 know.
7 THE WITNESS: Oh. Yeah, I guess.
8 That's fine. It will probably just stay the
9 same.
10 MR. McJESSY: All right.
11 Then we're done for now. And
12 how long do you think it will take before you
13 can get me those documents?
14 THE WITNESS: Give me like a week.
15 Is that fine?
16 MR. McJESSY: That's fine.
17 THE WITNESS: Okay.
18 MR. McJESSY: I'd just like to put
19 something on my calendar, so I don't forget.
20 Excellent.
21 THE WITNESS: Perfect.
22 MR. McJESSY: Thank you, sir.
23 You can go off the record.
24

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE NORTHERN DISTRICT OF ILLINOIS
3 EASTERN DIVISION
4 MID-AMERICA CARPENTERS)
5 REGIONAL COUNCIL PENSION)
6 FUND, et al.,)
7)
8 Plaintiffs,) No. 1:24-cv-02428
9)
10 vs.) Judge Andrea R. Wood
11)
12 DOCK & DOOR INSTALL,) Magistrate Judge
13 INC., an Illinois) Jeannice W. Appenteng
14 corporation and MIDWEST)
15 DOCK SOLUTIONS, INC., an)
16 Illinois corporation,)
17)
18 Defendants.)
19
20 This is to certify that I, BRANDEN
21 PATRICK BISHOP, have read the transcript of my
22 Deposition taken on June 16, 2025, in the
23 above-entitled cause, consisting of Pages 1
24 through 138 inclusive, and I do again subscribe
and make oath that the same is a true, correct,
and complete transcript of my Deposition as
aforesaid, with corrections, if any, appearing
on the attached Correction Page(s).

Correction Pages Attached.

BRANDEN PATRICK BISHOP
SUBSCRIBED AND SWORN to
before me this _____ day
of _____, A.D. 20 _____.

Notary Public

1 (There was a discussion off
2 the record.)
3
4 FURTHER DEPONENT SAITH NOT.
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1 STATE OF ILLINOIS)
2) SS:
3 COUNTY OF C O O K)
4
5 I, DIANE M. NULICK, a Notary Public
6 within and for the County of Cook, State of
7 Illinois, and a Certified Shorthand Reporter of
8 said state, do hereby certify:
9 That previous to the commencement of the
10 examination of the witness, the witness was
11 duly sworn to testify the whole truth
12 concerning the matters herein;
13 That the foregoing deposition transcript
14 was reported stenographically by me, was
15 thereafter reduced to typewriting under my
16 personal direction and constitutes a true
17 record of the testimony given and the
18 proceedings had;
19 That the said deposition was taken
20 before me at the time and place specified;
21 That the said deposition was adjourned
22 as stated herein;
23 That I am not a relative or employee or
24 attorney or counsel, nor a relative or employee

1 of such attorney or counsel for any of the
2 parties hereto, nor interested directly or
3 indirectly in the outcome of this action.

4 IN WITNESS WHEREOF, I do hereunto set
5 my hand and affix my seal of office at Chicago,
6 Illinois, this 23rd day of June, 2025.



7
8
9
10
11
12 *Shane M. Mulick*
13 Notary Public, Cook County, Illinois.

14 C.S.R. Certificate No. 084-002029.
15
16
17
18
19
20
21
22
23
24

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 72

CC-202-R 2/11

CC-202-R 2/11

CC-202-R 21

2

Fringe Benefits: 312/787-9455, Option #5, Regional Council: 312/787-3076

H & W	13.290	11.79
Pen/Supp	13.750	16.39
Appren.	.630	
INTL FND	.100	
LAB MT/CAF	.270	
MIAF	.060	
*Safety	.010	
*CISCO	.010	

☒ CHANGE OF ADDRESS. - on Back

☒ SEND MORE FORMS

DUE BY ~~11/15/2014~~



***NOT APPLICABLE FOR WORK PERFORMED
UNDER THE RESIDENTIAL AGREEMENT**

DUES CHECKOFF IS CURRENTLY 4 % OF EACH
EMPLOYEES MONTHLY GROSS WAGES

Feb. 20/4

~~OCTOBER 2014~~

MUST BE SHOWN. WATCH SPELLING! PLEASE PRINT.

REPORT DUE ON OR BEFORE THE 15TH OF THE MONTH. LATE PAYMENTS WILL BE CHARGED 1.5% PER MONTH, COMPOUNDED, AS LIQUIDATED DAMAGES!

Total this month 29.16

(1) Amount due at \$ ~~28.120~~ per hour

+ (2) Total dues withheld

= Subtotal

Prior Balance Due or (Cr. Available)

Grand Total

AN "X" INDICATES THE REGIONAL COUNCIL HAS A DUES CHECKOFF AUTHORIZATION FORM ON FILE

We certify the above is a true and complete report of actual hours worked by foremen, journeymen, and apprentice carpenters, and does NOT include hours worked by any self-employed partners, owners or proprietors of the firm. We hereby agree to be bound by and ratify, confirm, and adopt all of the provisions of the Area Collective Bargaining Agreement and the Agreements and Declarations of Trust under which the Chicago Regional Council of Carpenters, Fringe Benefit Funds are maintained. We agree to keep and maintain contemporaneous time records reporting the hours being reported herein.

MAR 21 2016

President

REPORT
MUST BE
SIGNED

**AUTHORIZED
SIGNATURE**

TITLE

Anthony Bourque
President

**SUBMIT ONE CHECK FOR THE
GRAND TOTAL & MAKE
PAYABLE TO:
CHICAGO
CARPENTERS TRUST FUND
P.O. BOX 94432
CHICAGO, IL 60690**

OWNER-PARTNER CENTRES-00359 CC-202-B 2/1

New Address

7975 Catulpa St.

Dyer, IN 46311



MACRC-00360

CHICAGO REGIONAL COUNCIL OF CARPENTERS
Combined Fringe Benefit Funds and Dues Checkoff Report
Telephone (Fringe Benefits) 312/787-9455 and (Regional Council) 312/787-3076

SEE INSTRUCTIONS ON REVERSE

- ☐ No Employees This Month ☐ Change Of Address
☐ Change Of Name ☐ Send More Forms

Firm
Name
and
Address

Dock & Door Install

PAGE NO.

ACCOUNT NO.

25435

H & W 11.79
Pen/Sup 16.39
Lab Mem/CAF 0.27
Appren. 0.63
Intl Fnd 0.10
Mial 0.06
Safety 0.01
Cisco 0.01

NOT APPLICABLE FOR WORK PERFORMED
UNDER THE RESIDENTIAL AGREEMENT

DUES CHECKOFF IS CURRENTLY 4% OF EACH
EMPLOYEES MONTHLY GROSS WAGES

Participant I.D. Number	Carpenter's Name	Local & Class	Month of	Total Actual Hours Worked (1)	Dues Withheld (2)	Gross Wages
	Anthony Tatini	Ry8	March 16	32	—	—
Hours worked in March, originally reported as April						
Total this month				32	\$ —	\$ —
(1) Amount due at \$ 29.26 per hour				\$		
+ (2) Total dues withheld				\$		
= Subtotal				\$ 936.32		
Prior Balance Due or (Cr. Available)				\$		
Grand Total				\$		

REPORT DUE ON OR BEFORE THE 15TH OF
THE MONTH. LATE PAYMENTS WILL BE
CHARGED 1.5% PER MONTH, COMPOUNDED,
AS LIQUIDATED DAMAGES!

AN "X" INDICATES THE REGIONAL COUNCIL HAS A DUES
CHECKOFF AUTHORIZATION FORM ON FILE

We certify the above is a true and complete report of actual hours worked by foremen, journeymen, and apprentice carpenters, and does NOT include hours worked by any self-employed persons, partners or proprietors of the firm. We hereby agree to be bound by and ratify, confirm, and adopt all of the provisions of the Area Collective Bargaining Agreement and the Agreements and Declarations of Trust under which the Chicago Regional Council of Carpenters Fringe Benefit Funds are maintained. We agree to keep and maintain contemporaneous time records reporting the hours being reported herein.

JUN 03 2016

REPORT
MUST BE
SIGNED!AUTHORIZED
SIGNATURE

TITLE

OWNER-PARTNER SERVICES
MACRC-00361

CC-202-R 2

CC-202-A 2/11

CC-202-R 2/11

Tracy Nelson

From: Tony Brutti <ajbrutti@gmail.com>
Sent: Thursday, July 28, 2016 12:46 PM
To: Tracy Nelson
Subject: Re: letter of good standing

David Richert's Soc. # is [REDACTED]

On Thu, Jul 28, 2016 at 8:13 AM, Tracy Nelson <TNelson@crccbenefts.org> wrote:

Good morning,

I am working on your June report & I am missing the social for David Richert. Your report indicates that he is in local 272. I cannot find this member in our system. Can you please give me his social or union ID so that I can enter your report? I will sent your letter asap. Thank you!

Tracy K. Nelson, Assistant to the Contributions Manager
Chicago Regional Council of Carpenters Benefit Funds
12 E. Erie Street Chicago, IL 60611
Telephone: (312) 988-1700
Facsimile: (312) 787-3212
Email: tnelson@crccbenefts.org



Your Future — Our Focus

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From: Tony Brutti [<mailto:ajbrutti@gmail.com>]
Sent: Thursday, July 28, 2016 7:15 AM

CC-202-# 2/1

CC-202-B 2/11

CC-202-B 2/11

CC-202-R 2/11

CHICAGO REGIONAL COUNCIL OF CARPENTERS**Combined Fringe Benefit Funds and Dues Checkoff Report**

Fringe Benefits: 312/787-9455, Option #5, Regional Council: 312/787-3076

PAGE NO.
1ACCOUNT NO.
25435**SEE INSTRUCTIONS ON REVERSE**☐ NO EMPLOYEES THIS MONTH ☐ CHANGE OF ADDRESS☐ CHANGE OF NAME ☐ SEND MORE FORMS

DUE BY 1/15/2019

H & W	11.790
Pen/Supp	20.410
Appren.	.630
INTL FND	.100
LAB MT/CAF	.460
MIAF	.060
*Safety	.010
*CISCO	.010



DOCK & DOOR INSTALL, INC.
27 E 36TH PL
STEGER IL 60475-1762

*NOT APPLICABLE FOR WORK PERFORMED
UNDER THE RESIDENTIAL AGREEMENT

DUES CHECKOFF IS CURRENTLY 4% OF EACH
EMPLOYEES MONTHLY GROSS WAGES

MUST BE SHOWN!	WATCH SPELLING!	PLEASE PRINT!	Month of	Local & Class	Total Actual Hours Worked (1)	Dues Withheld (2)	Gross Wages			
Participant I.D. Number		Carpenter's Name	3/739							
		AGUIRRE GARCIA JOSE L	DECEMBER 2018	272-APP	X 143.5	182.60	4564.88			
		BARA DANIEL		174-JNY	X 138	264.21	6605.33			
		CRUIKSHANK DONALD		272-	X 139.5	263.27	6581.66			
		GREEN DAVID J		272-JNY	X 144	272.74	6818.40			
		JANOTA ROBERT E		272-JNY	X 0	0	0			
		KELLY NICOLAS J		272-APP	X 146.5	153.60	3840.09			
		RODGERS JACOB H		174-JNY	X 135	264.21	6605.33			
		TATTINI ANTHONY R		272-JNY	X 156	295.46	7386.60			
		ZARLENGO COLLIN M		272-APP	X 142	110.23	2755.78			
	Georges, Brian		272-JNY	8	15.15	378.80				
REPORT DUE ON OR BEFORE THE 15TH OF THE MONTH. LATE PAYMENTS WILL BE CHARGED 1.5% PER MONTH, COMPOUNDED, AS LIQUIDATED DAMAGES!				Total this month				1,151.5	\$1,822.47	\$45,536.87
				(1) Amount due at \$ 33.470 per hour				\$ 38,540.71		
				+ (2) Total dues withheld				\$ 1,822.47		
				= Subtotal				\$ 40,362.18		
				Prior Balance Due or (Cr. Available)				\$		
				Grand Total				\$ 40,362.18		
AN "X" INDICATES THE REGIONAL COUNCIL HAS A DUES CHECKOFF AUTHORIZATION FORM ON FILE				SUBMIT ONE CHECK FOR THE GRAND TOTAL & MAKE PAYABLE TO:				CHICAGO CARPENTERS TRUST FUNDS		
We certify the above is a true and complete report of actual hours worked by foremen, journeymen, and apprentice carpenters, and does NOT include hours worked by any self-employed persons, partners or proprietors of the firm. We hereby agree to be bound by and ratify, confirm, and adopt all of the provisions of the Area Collective Bargaining Agreement and the Agreements and Declarations of Trust under which the Chicago Regional Council of Carpenters Fringe Benefit Funds are maintained. We agree to keep and maintain contemporaneous time records reporting the hours being reported herein.								P.O. BOX 94432		
								CHICAGO, IL 60690		



RECEIVED
JAN 18 2019
BY:

REPORT MUST BE SIGNED!

AUTHORIZED SIGNATURE

TITLE

OWNER-PARTNER-OFFICER

Tony Brumby
President
MACRC-00402

CC-202-R 2/11

CHICAGO REGIONAL COUNCIL OF CARPENTERS**Combined Fringe Benefit Funds and Dues Checkoff Report**

Fringe Benefits: 312/787-9455, Option #5. Regional Council: 312/787-3076

PAGE NO.
1ACCOUNT NO.
25435**SEE INSTRUCTIONS ON REVERSE**☐ NO EMPLOYEES THIS MONTH ☐ CHANGE OF ADDRESS☐ CHANGE OF NAME ☐ SEND MORE FORMS

DUE BY 4/15/2019

H & W	11.790
Pen/Supp	20.410
Appren.	.630
INTL FND	.100
LAB MT/CAF	.460
MIAF	.060
*Safety	.010
*CISCO	.010



DOCK & DOOR INSTALL, INC.
27 E 36TH PL
STEGER IL 60475-1762

*NOT APPLICABLE FOR WORK PERFORMED
UNDER THE RESIDENTIAL AGREEMENT

DUES CHECKOFF IS CURRENTLY 4% OF EACH
EMPLOYEES MONTHLY GROSS WAGES

MUST BE SHOWN!	WATCH SPELLING!	PLEASE PRINT!	Month of MARCH 2019		Total Actual Hours Worked (1)	Dues Withheld (2)	Gross Wages
Participant I.D. Number	Carpenter's Name	Local & Class	X				
	AGUIRRE GARCIA JOSE L	272-APP	X	167	205.61	5140.26	
	CRUIKSHANK DONALD	272-JNY	X	144	272.74	6818.40	
	GREEN DAVID J	272-JNY	X	178	337.12	8428.30	
	KELLY NICOLAS J	272-APP	X	160.5	147.85	3696.36	
	TATTINI ANTHONY R	272-JNY	X	200	378.80	9470.00	
	ZARLENGO COLLIN M	272-APP	X	95	71.92	1799.30	
					944.5		
REPORT DUE ON OR BEFORE THE 15TH OF THE MONTH. LATE PAYMENTS WILL BE CHARGED 1.5% PER MONTH, COMPOUNDED, AS LIQUIDATED DAMAGES!					800.5	\$ 1414.04	\$ 35,352.62
Total this month							
(1) Amount due at \$ 33.470 per hour					\$ 31,612.42		
+ (2) Total dues withheld					\$ 1,414.04		
= Subtotal					\$ 33,026.46		
Prior Balance Due or (Cr. Available)					\$		
Grand Total					\$ 33,026.46		
AN "X" INDICATES THE REGIONAL COUNCIL HAS A DUES CHECKOFF AUTHORIZATION FORM ON FILE							
We certify the above is a true and complete report of actual hours worked by foremen, journeymen, and apprentice carpenters, and does NOT include hours worked by any self-employed persons, partners or proprietors of the firm. We hereby agree to be bound by and ratify, confirm, and adopt all of the provisions of the Area Collective Bargaining Agreement and the Agreements and Declarations of Trust under which the Chicago Regional Council of Carpenters' Fringe Benefit Funds are maintained. We agree to keep and maintain contemporaneous time records reporting the hours being reported herein.							
SUBMIT ONE CHECK FOR THE GRAND TOTAL & MAKE PAYABLE TO: CHICAGO CARPENTERS TRUST FUNDS P.O. BOX 94432 CHICAGO, IL 60690							

APR 16 2019

REPORT
MUST BE
SIGNED!AUTHORIZED
SIGNATURE

TITLE

OWNER-PARTNER-OFFICER

CC-202-R 2/11

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 73

From: Callie Stephens <callie@ginerisltd.com>
Sent: Monday, October 17, 2016 2:51 PM
To: Tony Brutti
Subject: Re: New Employee

What's his hourly rate?

Sincerely,
Callie Stephens, EA

Gineris & Associates, LTD
2005 Hart St.
Dyer, IN 46311
(T) 219.864.4800 x117
(C) 219.746.3843
(F) 219.864.4297
www.ginerisltd.com

Your Success is Our Business

On Mon, Oct 17, 2016 at 1:00 PM, Tony Brutti <ajbrutti@gmail.com> wrote:

Hi Callie, I have a new employee starting this pay period for me. Jose' from Midwest Dock is gonna work for Dock and Door now. Can you just transfer over all the paperwork or do you need me to get all his info from him?

--

Yours,

Tony Brutti
Dock & Door Install Inc.
815-922-5258
ajbrutti@gmail.com



1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 74

From: Callie Stephens <callie@ginerisltd.com>
Sent: Thursday, September 27, 2018 12:12 PM
To: Payroll
Subject: Re: Payroll changes

See below -



Callie Stephens

EA, Account Manager at Gineris & Associates, Ltd

GINERIS
& ASSOCIATES

A 2005 Hart St, Dyer IN 46311

D 219.359.4157 P 219.864.4800 Ext.117 F 219.864.4297 E callie@ginerisltd.com W https://GinerisLtd.com



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----- Forwarded message -----

From: Gineris Payroll <payroll@ginerisltd.com>
Date: Thu, Sep 27, 2018 at 9:12 AM
Subject: Re: Payroll changes
To: Callie Stephens <callie@ginerisltd.com>

Callie

James Kelly - He has been paid all four weeks in September. **Keep his for weekly**
The monthly payroll to be submitted on 10.4.18 is for Pay Period 9.1.18 to 9.30.18.
Should he start his monthly payroll after that?

Nicolas Kelly - He is in both companies. Can I put the termination date as 9.27.18 in both? Only terminate him in Midwest Dock. Dock & Door is the "union side" so he should remain active there.

This email is for payroll and monitored only a few hours each day. Please only send non-urgent payroll related emails to this address.

Thank you. Have a great day!

Gineris & Associates, Ltd
2005 Hart St.
Dyer, IN 46311
(T) 219-864-4800
(F) 219-864-4297



www.ginerisltd.com

On Wed, Sep 26, 2018 at 3:45 PM Callie Stephens <callie@ginerisltd.com> wrote:

Hema -

Please update Midwest Dock and Dock & Door; see below.



Callie Stephens

EA, Account Manager at Gineris & Associates, Ltd

A 2005 Hart St, Dyer IN 46311

D 219.359.4157 P 219.864.4800 Ext.117 F 219.864.4297 E callie@ginerisltd.com W <https://GinerisLtd.com>

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S ASSOCIATES



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----- Forwarded message -----

From: **Sherri Webber** <sherri@midwestdocksolutions.com>

Date: Wed, Sep 26, 2018 at 2:35 PM

Subject: Payroll changes

To: Callie Stephens <callie@ginerisltd.com>

Cc: Tony Zarlengo <tony@midwestdocksolutions.com>

Hi Callie,

I paid James Kelly on the weekly payroll this week, but Tony wants him added to the monthly payroll from now on. His yearly salary is going to be \$73,500.00. Do you want to make that change in ADP or should I do it?

Also, Nico Kelly is on the union side now so I won't be paying him any longer thru ADP. Should I change anything in ADP so he doesn't show up on the payroll list any longer?

Sherri

Midwest Dock Solutions

27 E. 36th Pl.

Steger, IL 60475

708-367-0801

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 75



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For Business



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**Quinten Williams** · 3rd

Union Carpenter Local 272 Chicago, 60628

- Local 272
- United Brotherhood of Carpenters and Joiners of America
Chicago Heights, Illinois, United States · [Contact info](#)
9 connections

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Quinten Williams posted this · 3w



I started my Carpentry Journey at the age of 12 with my father and grandfather. Im 25 now and I'm still perfecting the craft 🛠️

1

[Show all posts →](#)**Experience****Union Carpenter**

Local 272 · Full-time

Nov 2019 - Present · 4 yrs 9 mos

📌 Carpentry, Framing and +2 skills

Union Carpenter

Midwest dock and door · Full-time

Jul 2022 - Oct 2023 · 1 yr 4 mos

**Union Carpenter**

Adjustable Concrete Construction · Full-time

Jul 2022

📌 Scaffolding, Hand Tools and +1 skill

**Union Carpenter**

Milhouse Engineering and Construction, Inc. · Full-time

Aug 2021 - Apr 2022 · 9 mos



Chicago, Illinois, United States

- Heavy Gage Framing
- Light Gage Framing...

...see more

🔧 Hand Tools, Power Tools and +1 skill



Union Carpenter

Doral Corporation · Full-time

Mar 2021 - Jul 2021 · 5 mos

Matteson, Illinois, United States

- Assembled and Installed Tiffin Chutes
- Installed Conveyor Systems...

...see more

🔧 Hand Tools and Power Tools

Show all 6 experiences →

Education

United Brotherhood of Carpenters and Joiners of America

Carpentry, Carpentry/Carpenter

Sep 2019 - Nov 2019

🔧 Scaffolding, Hand Tools and +4 skills

Licenses & certifications



First Aid, CPR and AED

United Brotherhood of Carpenters & Joiners of America

Intro to Welding 75 Hours (GMAW, GTAW, OFC, & PAC)

South Suburban College HCCTP

Show all 7 licenses & certifications →

Skills

Power Tools

5 experiences across Local 272 and 4 other companies

United Brotherhood of Carpenters and Joiners of America

Drywall



Union Carpenter at Milhouse Engineering and Construction, Inc.

United Brotherhood of Carpenters and Joiners of America

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Partner at Hurst, Robin, Kay & Allen, LLC

Connect

People you may know

From Quinten's industry



Edmund Sexton
Representative
Mid-America Carpenters Regional Council

Connect

Geraldine Barrett

Mid-America Carpenters Regional Council

Connect



Frankie Guzman

"Logic will get you from A to B. Imagination will take you everywhere"

Connect

Josh Jourdan

Vice President at Professional Paving and Concrete Inc

Connect



Angela Dillon

Owner and Chief Operating Officer

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1:24-cv-06428


Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 76

SERIAL: 10839 PROCESSDATE: 9/24/2019 AMOUNT:
\$1,324.68 SEQUENCE: TRANCODE: 211

MIDWEST DOCK SOLUTIONS 27 E. 36TH PLACE STEEGE, IL 60475		03-07	10839
DATE <u>9/24/19</u>		78-168/719 21116	
PAY TO THE ORDER OF <u>TONY TATTINI</u>		\$ <u>1,324.68</u>	
<u>one thousand three hundred twenty four</u>		<u>68/100</u> DOLLARS	
 First Midwest Bank www.firstmidwest.com			
FOR <u>[Signature]</u>		<u>Mike S. Richter</u>	
#010839#			

SERIAL: 10838 PROCESSDATE: 9/24/2019 AMOUNT:
\$827.88 SEQUENCE: TRANCODE: 211

MIDWEST DOCK SOLUTIONS 27 E. 36TH PLACE STEEGE, IL 60475		03-07	10838
DATE <u>9/24/19</u>		78-168/719 21116	
PAY TO THE ORDER OF <u>TONY TATTINI</u>		\$ <u>827.88</u>	
<u>Eight Hundred Twenty Seven</u>		<u>88/100</u> DOLLARS	
 First Midwest Bank www.firstmidwest.com			
FOR <u>[Signature]</u>		<u>Mike S. Richter</u>	
#010838#			



1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 77

Intentionally Omitted

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 78

Intentionally Omitted

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 79

Intentionally Omitted

1:24-cv-06428

Plaintiffs' Local Rule
56.1 Statement

EXHIBIT 80

Intentionally Omitted